



# TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

## MEETING MATERIALS

March 1, 2012

CALTRANS

BAY AREA TOLL AUTHORITY

CALIFORNIA TRANSPORTATION COMMISSION





## *Letter of Transmittal*

**TO:** Toll Bridge Program Oversight Committee  
(TBPOC)

**DATE:** February 22, 2012

**FR:** Program Management Team (PMT)

**RE:** TBPOC Meeting Materials Packet – March 1, 2012

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Herewith is the TBPOC Meeting Materials Packet for the March 1<sup>st</sup> meeting. The packet includes memoranda and reports that will be presented at the meeting. A Table of Contents is provided following the Agenda to help locate specific topics.



**TBPOC MEETING**  
**March 1, 2012 1:00pm – 4:00pm**  
**Mission Bay Office, 325 Burma Road, Oakland**  
**TBPOC-PMT pre-briefing: 1:00pm – 2:00pm**  
**TBPOC meeting: 2:00pm – 4:00pm**

	<b>Topic</b>	<b>Presenter</b>	<b>Time</b>	<b>Desired Outcome</b>
<b>1.</b>	<b>CHAIR'S REPORT</b>	S. Heminger, BATA	5 min	Information
<b>2.</b>	<b>CONSENT CALENDAR</b>			
	a. TBPOC Meeting Minutes: 1) January 24, 2012 Conference Call Minutes* 2) February 1, 2012 Meeting Minutes*	A. Fremier, BATA		Approval
	b. Contract Change Orders: 1) Self-Anchored Suspension (SAS) Superstructure CCO 73 (Bikepath Railing Modifications)* 2) SAS CCO 127 (OBG Mock-Up)* 3) SAS CCO 193 (Bikepath Panel Modification)*	D. Noel, CTC		Approval
<b>3.</b>	<b>PROGRESS REPORTS</b>			
	a. Draft Project Progress and Financial Update January 2012**	P. Lee, BATA	5 min	Approval
<b>4.</b>	<b>PROGRAM ISSUES</b>			
	a. Bay Bridge East Span Opening*	A. Fremier, BATA S. Maller, CTC	30 min	Approval
	b. Bridge Commemorative Coin/ Stamp*	T. Anziano, CT	15 min	Approval
<b>5.</b>	<b>SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES</b>			
	a. Corridor Update*			
	1) Yerba Buena Island Transition Structure (YBITS) No. 2/ E1 Reuse Amendment*	T. Anziano, CT	5 min	Information
	2) Oakland Touchdown No. 2 Award Status*	P. Lee, BATA P. Lee, BATA	5 min 5 min	Approval Information
	b. Peer Review Panel	B. Maroney, CT	15 min	Information
<b>6.</b>	<b>ANTIOCH/ DUMBARTON BRIDGE SEISMIC RETROFIT UPDATES</b>			
	a. Updates*	M. Forner, CT	5 min	Information
<b>7.</b>	<b>OTHER BUSINESS</b>			
<b>Next TBPOC Meeting: April 5, 2012, 10:00 AM – 1:00 PM</b> <b>1771 Vineyard Drive, Antioch, CA</b>				

\* Attachments

\*\* Attachments at end of binder

\*\*\* Attachments forthcoming

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### **TBPOC MEETING March 1, 2012**

<b>INDEX TAB</b>	<b>AGENDA ITEM</b>	<b>DESCRIPTION</b>
1	1	<b>CHAIR'S REPORT</b>
2	2	<b>CONSENT CALENDAR</b> a. TBPOC Meeting Minutes 1) January 24, 2012 Conference Call Minutes* 2) February 1, 2012 Meeting Minutes*  b. Contract Change Orders (CCOs): 1) Self-Anchored Suspension (SAS) Superstructure CCO 73 (Bikepath Railing Modifications)* 2) SAS CCO 127 (OBG Mock-Up)* 3) SAS CCO 193 (Bikepath Panel Modification)*
3	3	<b>PROGRESS REPORTS</b> a. Draft Project Progress and Financial Update February 2012**
4	4	<b>PROGRAM ISSUES</b> a. Bay Bridge East Span Opening* b. Bridge Commemorative Coin/ Stamp*
5	5	<b>SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES</b> a. Corridor Update* 1) Yerba Buena Island Transition Structure (YBITS) No. 2/ E1 Reuse Amendment* 2) Oakland Touchdown (OTD) No. 2 Award Status*  b. Peer Review Panel
6	6	<b>ANTIOCH/DUMBARTON BRIDGE SEISMIC RETROFIT UPDATES</b> a. Updates*
7	7	<b>OTHER BUSINESS</b>

\* Attachments

\*\* Stand-alone document included in the binder

\*\*\* To be sent under separate cover



## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Andrew Fremier, Deputy Executive Director, BATA

**RE:** Agenda No. - 2a1

Consent Calendar  
Item- TBPOC Meeting Minutes  
January 24, 2012 Conference Call Minutes

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**Recommendation:**

**APPROVAL**

**Cost:**

N/A

**Schedule Impacts:**

N/A

**Discussion:**

The Program Management Team has reviewed and requests TBPOC approval of the January 24, 2012 Conference Call Minutes.

**Attachment(s):**

January 24, 2012 Conference Call Minutes



# TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

## CONFERENCE CALL MINUTES

January 24, 2012, 3:30 PM – 4:30 PM

**Attendees:** TBPOC Members: Steve Heminger (Chair), Malcolm Dougherty, and Bimla Rhinehart  
PMT Members: Tony Anziano, Andrew Fremier, and Stephen Maller  
Participants: Beatriz Lacson, Richard Land, Peter Lee, Brian Maroney, Mika Miyasato, Dina Noel, and Jon Tapping

Convened: 3:35 PM

Items	Action
<p><b>1. SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES</b></p> <p>a. Yerba Buena Island Transition Structure No. 1 (YBITS1)</p> <p>1) Funding Request</p> <ul style="list-style-type: none"><li>• T. Anziano presented, for TBPOC approval, a budget increase and supplemental fund allocation of \$14.17 million to cover the recently approved incentive change orders, that would mitigate the risk associated with the Labor Day 2013 seismic safety opening (SSO).</li></ul> <p>b. Yerba Buena Island Transition Structure No. 2 (YBITS2)</p> <p>1) Request for Contractor Stipend</p> <ul style="list-style-type: none"><li>○ T. Anziano presented, for TBPOC approval, the PMT's recommendation to give the YBITS2 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> lowest responsive bidders a stipend of \$300,000 each.<ul style="list-style-type: none"><li>➤ With the Chair leaning towards granting the No.1 bidder a stipend as well, it was stated that the winning contractor is expected to recoup his costs during the progress of the work.</li></ul></li><li>○ Discussion items included update since last presented at the TBPOC January 5 meeting, justification for</li></ul>	<ul style="list-style-type: none"><li>• The TBPOC <b>APPROVED</b> the \$14.7 million funding request for YBITS1, as presented.</li><li>• The TBPOC <b>APPROVED</b> by a 2 – 1 vote the payment of \$300,000 to each of the YBITS2 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> lowest responsive bidders, as presented.</li></ul>



(continued)

Items	Action
<p>the stipend, comparison with stipend practice used on the SAS contract, industry standard, and Legal's position on protest restriction.</p> <p>c. Oakland Touchdown No. 2 (OTD2)</p> <p>1) Funding Request</p> <ul style="list-style-type: none"><li>• T. Anziano presented for TBPOC approval a fund allocation of \$47.4 million for the OTD2 contract, for BATA action on February 8, 2012.</li><li>○ Discussion items included the bid opening results, contract award/funding process, work the contract entails, anticipated issues and challenges.</li><li>• The Chair suggested starting with a lower amount and asking for additional funds when needed. He moved to allocate \$45 million for the OTD2 contract; B. Rhinehart seconded; and M. Dougherty concurred.</li></ul>	<ul style="list-style-type: none"><li>• The TBPOC <b>APPROVED</b> an OTD2 fund allocation of \$45 million, as discussed.</li></ul>
<p><b>2. PROGRAM ISSUES</b></p> <p>a. Bay Lights Letter of Support</p> <ul style="list-style-type: none"><li>• A. Fremier requested TBPOC endorsement of BATA taking the California Environmental Quality Act (CEQA) lead for the Bay Lights Project, as delegated by the Department and mentioned in a letter to the BATA Oversight Committee on the subject.</li><li>○ The matter is to be brought before the BATA Oversight Committee for approval at its February 8, 2012 meeting.</li><li>○ Discussion items included Bay Lights Project background, why TBPOC vote of support is relevant (carries weight and cachet), and BATA's role as CEQA lead.</li></ul>	<ul style="list-style-type: none"><li>• The TBPOC <b>APPROVED</b> submitting the Bay Lights letter to the BATA Oversight Committee, as presented.</li></ul>

**(continued)**

Items	Action
<p><b>3. OTHER BUSINESS</b></p> <ul style="list-style-type: none"><li>• At the Chair's request, T. Anziano provided a brief update on the SAS cable hauling.<ul style="list-style-type: none"><li>○ Progress continues albeit at a slow pace.</li><li>○ ABF is adding work shifts to recover some time. There are no big schedule concerns.</li><li>○ The Department and ABF are working as a team to solve issues.</li></ul></li><li>• The Chair requested an in-person ABF briefing on February 1, 2011.</li></ul>	<ul style="list-style-type: none"><li>• Staff to arrange for an ABF update at the TBPOC/PMT pre-briefing on February 1, 2011.</li></ul>

Adjourned: 4:09 PM

**CONFERENCE CALL MINUTES**  
January 24, 2012, 3:00 PM – 4:00 PM

**APPROVED BY:**

\_\_\_\_\_  
**STEVE HEMINGER**, Executive Director  
Bay Area Toll Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
**BIMLA G. RHINEHART**, Executive Director  
California Transportation Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Malcolm Dougherty**, Acting Director  
California Department of Transportation

\_\_\_\_\_  
Date



## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Andrew Fremier, Deputy Executive Director, BATA

**RE:** Agenda No. - 2a2  
Consent Calendar  
Item- TBPOC Meeting Minutes  
February 1, 2012 Meeting Minutes

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**Recommendation:**  
**APPROVAL**

**Cost:**  
N/A

**Schedule Impacts:**  
N/A

**Discussion:**  
The Program Management Team has reviewed and requests TBPOC approval of the February 1, 2012 Meeting Minutes.

**Attachment(s):**  
February 1, 2012 Meeting Minutes



# TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

## MEETING MINUTES

February 1, 2012, 9:30am – 1:00pm  
Mission Bay Office, 325 Burma Road, Oakland  
TBPOC – PMT pre-briefing: 9:30am – 10:30am  
TBPOC meeting: 10:30am – 12:30pm

**Attendees:** TBPOC Members: Steve Heminger (Chair), Bimla Rhinehart and Richard Land (for Malcolm Dougherty)  
PMT Members: Tony Anziano, Andrew Fremier, and Stephen Maller  
Participants: Karin Betts (BATA), Bill Casey, Michele DiFrancia, Clive Endress, Rich Foley, Mike Forner, John Goodwin (BATA), Ted Hall, Beatriz Lacson, Peter Lee, Donald MacDonald, Brian Maroney, Bart Ney, Dina Noel, Zarah Sadat, Bijan Sartipi, Saeed Shahmirzai, Jon Tapping, Ken Terpstra, Jason Weinstein, and Jeff Young (BATA)

Convened: 10:51 AM

Items		Action
<b>1. CHAIR'S REPORT</b> <ul style="list-style-type: none"><li>The Chair indicated that a personal emergency has precluded M. Dougherty's attendance at this meeting, and that R. Land (Acting Chief Deputy Director) would be sitting in (non-voting) for him.</li></ul>		
<b>2. CONSENT CALENDAR</b> <ul style="list-style-type: none"><li>a. TBPOC Meeting Minutes<ul style="list-style-type: none"><li>1. January 5, 2011 Meeting Minutes</li></ul></li><li>b. Contract Change Orders (CCOs)<ul style="list-style-type: none"><li>1. Antioch CCO 15-S1 (Removal of Temporary Construction Road), \$1,200,000</li><li>2. YBITS1 CCO 33-S1 (Seismic Joints Type II Installation), \$400,000</li><li>3. YBITS1 CCO 76-S2 (Hinge EE, EW, FE &amp; FW Seismic Joints), \$600,000</li><li>4. Yerba Buena Island Transition Structure No. 1 (YBITS1) CCO 529-S1 (Oakland Detour Westbound Structure – Bridge Superstructure),</li></ul></li></ul>		<ul style="list-style-type: none"><li>The TBPOC <b>APPROVED</b> the Consent Calendar, as presented.</li></ul>



(Continued)

Items	Action
<p>\$1,687,000</p> <ol style="list-style-type: none"> <li>5. YBITS1 CCO 539-S2 (Oakland Detour Westbound Structure – Additional Funds to Furnish Structural Steel), \$800,000</li> <li>6. YBITS1 CCO 547-So (Oakland Detour Westbound Bridge Jacking), \$1,196,590</li> <li>7. YBITS1 CCO 549-So (Oakland Detour Portable Changeable Message Signs), \$1,462,883</li> <li>8. YBITS1 CCO 557-So (Oakland Detour Westbound Structure - Bridge Demolition), Not to Exceed \$1,900,000</li> </ol> <ul style="list-style-type: none"> <li>• P. Lee handed out budget balance beams for the SAS, OTD and YBITS1 contracts which indicate that the above CCOs are within the current budget.</li> </ul>	
<p><b>3. PROGRESS REPORTS</b></p> <ol style="list-style-type: none"> <li>a. Fourth Quarter 2011 Risk Management Update <ul style="list-style-type: none"> <li>• J. Tapping presented on the “Risk Management Briefing, Fourth Quarter 2011”, covering risk management results for the quarter, adequacy of reserves and a look ahead to 1st quarter 2012. There were no significant changes since the last quarter. <ul style="list-style-type: none"> <li>○ Schedule risk analysis looks more optimistic.</li> <li>○ Cost risk reductions were balanced by increased CCO costs.</li> <li>○ Schedule uncertainty continues to be the top cost risk, as delay issues roll into cost.</li> </ul> </li> </ul> </li> <li>b. Draft 2011 Fourth Quarter Project Progress and Financial Update <ul style="list-style-type: none"> <li>• P. Lee requested TBPOC approval to release the final version of the fourth quarter 2011 report. <ul style="list-style-type: none"> <li>○ A revised page 7 of the report was distributed and changes pointed out,</li> </ul> </li> </ul> </li> </ol>	

(Continued)

Items	Action
<p>one of which is the new SSO of September 2013.</p> <ul style="list-style-type: none"> <li>○ The Chair suggested that the Parallel Wire Strand (PWS) figure in the report be consistent with ABF's recent visual on varying hauling progress in different locations.</li> <li>○ With the understanding that all TBPOC members will have reviewed the final report by Monday, February 6, the TBPOC gave conceptual approval to release the final report beginning Wednesday, February 8, at the BATA Oversight Committee (OC) meeting.</li> <li>○ B. Ney confirmed that the BATA OC meeting discussion and the release of the 4<sup>th</sup> quarter 2011 report will be the first time that the September 2013 SSO will be made public.</li> </ul>	<ul style="list-style-type: none"> <li>• The TBPOC tentatively <b>APPROVED</b> the release of the final version of the 2011 Fourth Quarter Project Progress and Financial Update as discussed.</li> </ul>
<p><b>4. PROGRAM ISSUES</b></p> <p>a. Architecture Items</p> <ol style="list-style-type: none"> <li>1. Light Pipe</li> </ol> <ul style="list-style-type: none"> <li>• C. Endress gave an Architectural Update presentation which covered the light pipe; East Span paint alternative; bridgeheads; and bridge demolition contract (salvage/re-use considerations). He requested TBPOC approval for the light pipe at an estimated cost of \$8 million - \$10 million, if work is completed prior to bridge opening.</li> <li>○ Discussion items included light pipe fabrication/installation cost comparison before and after bridge opening, LED lighting examples, location, mock-up; painting concrete portions of superstructure and bicycle/pedestrian path white, Department's position; and re-use of E1, 504s/288s, and existing pier; maintenance issue.</li> </ul>	<ul style="list-style-type: none"> <li>• The TBPOC <b>deferred action</b> on the light pipe, with a request to bring back the item with a mock-up of the bridge haunches lit up.</li> <li>• Staff to bring back the paint alternative item to the TBPOC after the Department has indicated its position on it.</li> <li>• Staff to give the TBPOC an update in March regarding the security/access issue prior to the bridge opening.</li> <li>• Staff to bring back the existing pier reuse to the TBPOC with plus and minus treatment of reusing more piers than currently designated.</li> </ul>

(Continued)

Items	Action
<ul style="list-style-type: none"> <li>b. Bay Bridge East Span Opening               <ul style="list-style-type: none"> <li>• Not discussed.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TBPOC <b>deferred action</b> until a conference call that is to be scheduled prior to its March 1 meeting.</li> <li>○ Staff to schedule a conference call between now and March 1 to discuss this item, the Peer Panel’s work on foundations, and E1 specification change to the YBITS2 contract.</li> </ul>
<p><b>5. SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES</b></p> <ul style="list-style-type: none"> <li>a. Corridor Update               <ul style="list-style-type: none"> <li>• T. Anziano provided highlights on the SAS, YBITS1, OTD2, and YBITS2 contracts.</li> </ul> </li> <li>b. Existing Bridge Demolition               <ul style="list-style-type: none"> <li>• T. Anziano presented the four options that have been considered to demolish the remaining 504/288 truss sections (superstructure) and foundations (substructure) of the existing bridge. The PMT recommended TBPOC approval of Option 2, which splits the remaining demolition of existing East Span into two contracts – one for the remaining superstructure and another for the remaining substructure.                   <ul style="list-style-type: none"> <li>○ Discussion items included pros and cons of the various options, permit issue, bid savings, associated risks, saving some of the foundations as memento.</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• The TBPOC <b>APPROVED</b> Option 2 with request that staff explore preserving some of the foundations, as discussed.</li> </ul>
<p><b>6. ANTIOCH/ DUMBARTON BRIDGE SEISMIC RETROFIT UPDATES</b></p> <ul style="list-style-type: none"> <li>a. Update               <ul style="list-style-type: none"> <li>• M. Forner gave the status of ongoing field work.</li> <li>○ <u>Antioch</u>:                   <ul style="list-style-type: none"> <li>➤ Work is at 96% complete with elapsed time at 92%. Seismic safety will be achieved in March 2012, with completion</li> </ul> </li> </ul> </li> </ul>	

(Continued)

Items	Action
<p>anticipated in June 2012.</p> <ul style="list-style-type: none"><li>○ <u>Dumbarton</u>:<ul style="list-style-type: none"><li>➤ The project is working through the bearing installation process.</li><li>➤ The May and September 2012 full bridge closures are on schedule, barring delay in joint fabrication, which is being closely monitored.</li></ul></li></ul>	
<p>7. <b>OTHER BUSINESS</b></p> <ul style="list-style-type: none"><li>• The next TBPOC meeting is on March 1, 2012, 1:00 PM – 4:00 PM, in Sacramento.</li></ul>	

Adjourned: 12:18 PM

**TBPOC MEETING MINUTES**  
February 1, 2012, 9:30am – 12:30pm

**APPROVED BY:**

\_\_\_\_\_  
**STEVE HEMINGER**, TBPOC Chair  
Executive Director, Bay Area Toll Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
**BIMLA G. RHINEHART**, TBPOC Vice-Chair  
Executive Director, California Transportation Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
**MALCOLM DOUGHERTY**  
Acting Director, California Department of Transportation

\_\_\_\_\_  
Date



## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

**RE:** Agenda No. - 2b1  
Consent Calendar  
Item- Self-Anchored Suspension CCO #73 S-0 – SAS Bikepath Railing Modifications

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**Recommendation:**  
**APPROVAL**

**Cost:** \$943,653.00

**Schedule Impacts:**  
None

**Discussion:**

**CCO #73 S-0 in the amount of \$943,653.00** covers the costs associated with rerouting the south bike path lighting conduits through the bike path panels instead of going around the panels (pigtails).

CCO #73 S-0 was approved for a not to exceed amount of \$1,600,000.00 at the September 8, 2011 TBPOC meeting.

The existing electrical service conduit for the Skyway portion of the bike path handrail lights were reconfigured to improve the aesthetic appeal of the structure, as approved at the May 2011 TBPOC meeting, under CCO #179. Revising the conduit routing along the bike path on the SAS contract provides for a more uniform look with the Skyway and OTD contracts.

**Attachment(s):**

1. Executed CCO #73 S-0
2. CCO #73 S-0 Memorandum
3. Draft Balance Budget Beam – SAS, 12/31/11
4. Draft Balance Budget Beam – YBITS, 12/31/11
5. Draft Balance Budget Beam – Oakland Detour, 12/31/11

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 73    Suppl. No. 0    Contract No. 04 - 0120F4    Road SF-80-13.2/13.9    FED. AID LOC.:

To: **AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE**You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

**Adjustment of Compensation at Lump Sum:**

Modify the routing of the bikepath railing lighting, belvedere lighting, and bikepath emergency call box conduits. On the South side of the bikepath install pipe sleeves through the bikepath deck panels at each bikepath railing light location. Use Type 4 Liquidtight flexible metal conduit and fittings in lieu of metal clad cable.

Conduit penetrations and welded area of the mounting studs shall be cleaned, primed, and finish painted in accordance with Special Provisions Section 10-1.69 "CLEAN AND PAINT STRUCTURAL STEEL."

The following revised plan sheets detail the changes addressed in this change order: 72R6, 93R10, 188R5, 189R6, 190R4, 191R4, 192R6, 193R4, 197R5, 198R4, 204R3, 205R3, 206R3, 207S2R1, 207S3R1, 207S4R1, 210R5, 210S1R3, 210S2R2, 210S3R1, 210S4R1, 210S5R2, 210S6, 213R2, 355R3, 366R3, 367R4, 367S1R2, 368R4, 369R5, 370R5, 371R5, 372R2, 373R7, 373S1R1, 374R7, 394R4, 395R6, 396R5, 397R4, 398R3, 399R4, 400R6, 407S9R5, 407S10R2, 407S12R4, 819R3, 819S1, 900R5, 900S1R5, and 901R4 (of 1204) as shown on sheets 2 through 52 of this change order.

This change order resolves the costs associated with Contractor Request for Information (RFI) numbers 969R0, 969R1, 969R2, 2496R0, and 2534R0 with respect to changes listed above.

For this work, the Contractor will receive a lump sum price of \$943,653.00. This sum constitutes full and complete compensation for furnishing all labor, material, tools and incidentals including all markups by reason of this change.

Adjustment of Compensation at Lump Sum..... \$943,653.00

Estimated Cost: Increase ☒ Decrease ☐ \$943,653.00

By reason of this order the time of completion will be adjusted as follows: 0 Days

Submitted by

Signature

Resident Engineer

Kannu Balan, Senior T.E.

Date 12-9-11

Approval Recommended by

Signature

Supervising Transportation Engineer

William Casey, Sup. T.E.

Date 12-20-11

Engineer Approval by

Signature

Supervising Transportation Engineer

William Casey, Sup. T.E.

Date 1-10-12

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

**NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Contractor Acceptance by

Signature

(Print name and title)

Date

BRIAN A. PETERSEN - PROJECT DIRECTOR 09 JAN 12



**CONTRACT CHANGE ORDER MEMORANDUM**

DATE: 11/10/2011 Page 1 of 1

TO: Tony Anziano, Program Manager /			FILE: <b>E.A.</b> 04 - 0120F4	
FROM: Kannu Balan, Senior TE			<b>CO-RTE-PM</b> SF-80-13.2/13.9	
			<b>FED. NO.</b>	
CCO#: <b>73</b>	SUPPLEMENT#: <b>0</b>	Category Code: <b>CHPC</b>	CONTINGENCY BALANCE (incl. this change) <b>\$147,357,373.58</b>	
COST: <b>\$943,653.00</b> INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: <b>\$0.00</b>			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>CCO DESCRIPTION:</b> Bikepath Conduit			<b>PROJECT DESCRIPTION:</b> CONSTRUCT SELF-ANCHORED SUSPENSION BRIDGE	
Original Contract Time: <b>2490</b> Day(s)	Time Adj. This Change: <b>0</b> Day(s)	Previously Approved CCO Time Adjustments: <b>501</b> Day(s)	Percentage Time Adjusted: (including this change) <b>20</b> %	Total # of Unreconciled Deferred Time CCO(s): (including this change) <b>3</b>

**THIS CHANGE ORDER PROVIDES FOR:**

Modifying the routing of the bikepath railing lighting, belvedere lighting, and bikepath emergency call box conduits. On the South side of the bikepath installing pipe sleeves through the bikepath deck panels at each bikepath railing light location. Using Type 4 Liquidtight flexible metal conduit and fittings in lieu of metal clad cable. Cleaning, priming, and finish painting conduit penetrations and welded mounting studs.

This change order will bring the conduit for the bikepath railing light fixture from the bottom of the bikepath and into the divider rail on the West post of the South side railing. Reducing and revising the conduit routing along the bikepath will give the conduit a uniform look as well as enhance maintenance along the length of the bikepath. In addition, the metal clad cable requirement is changed to prevent corrosion from the marine environment.

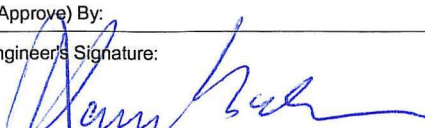
This change order resolves the costs associated with Contractor Request for Information (RFI) numbers 969R0, 969R1, 969R2, 2496, and 2534 with respect to changes listed above.

The total cost of this change order is \$943,653.00, which can be financed from the contingency fund. A detailed cost analysis is on file.

No time adjustment is warranted as this change order does not affect the controlling operation.

This change order has concurrence from Peter Siegenthaler (Principal TE), William Casey (Sup. TE), Rich Foley (HQ Oversight), Ken Terpstra (Project Manager), Wenyi Long (Bridge Design), Lina Ellis (Maintenance), and Jing Chen (District Design) August 30, 2011.

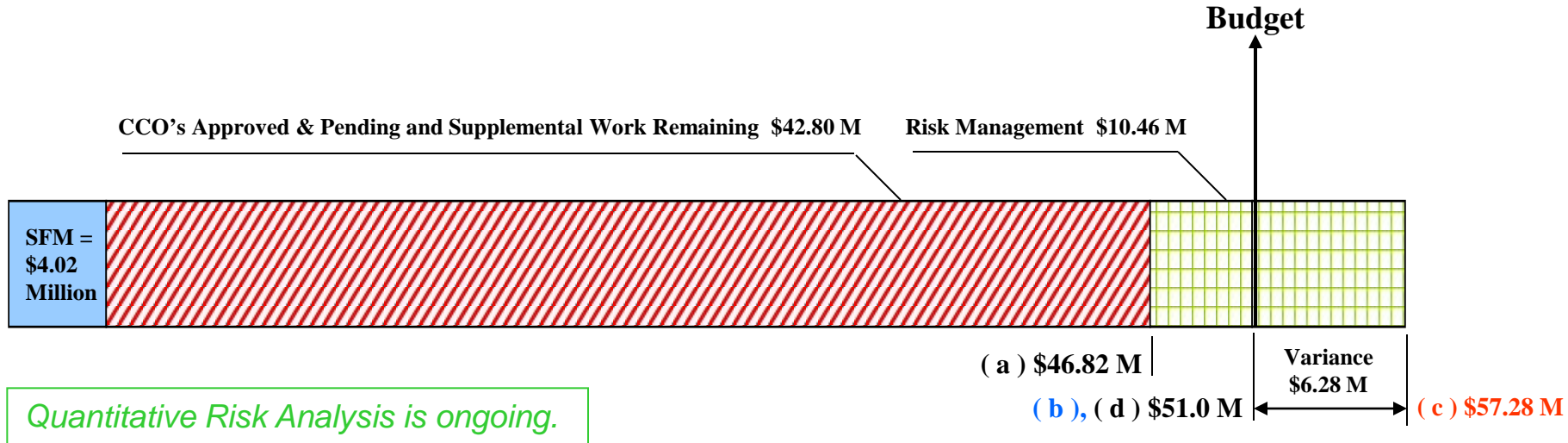
Toll Bridge Program Oversight Committee (TBPOC) approved this change order on September 8, 2011, for a value not to exceed amount of \$1.6M.

<b>CONCURRED BY:</b>			<b>ESTIMATE OF COST</b>	
Construction Engineer: PCE, Pete Siegenthaler, Prin TE	Date	8/23/11	THIS REQUEST	TOTAL TO DATE
Bridge Engineer: William Casey, Sup TE	Date	8/12/11	ITEMS	\$0.00
Project Engineer: CT Oversight, Wenyi Long, P.E.	Date	8/15/11	FORCE ACCOUNT	\$0.00
Project Manager: Proj Manager, Ken Terpstra	Date	9/9/11	AGREED PRICE	\$0.00
FHWA Rep.:	Date		ADJUSTMENT	\$943,653.00
Environmental:	Date		<b>TOTAL</b>	<b>\$943,653.00</b>
Other (specify): HQ, Rich Foley	Date	8/16/11	<b>FEDERAL PARTICIPATION</b>	
Other (specify): Struct. Maint, Lina Ellis	Date	8/15/11	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING	
District Prior Approval By: HQ, Larry Salhaney	Date	8/29/11	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)	
HQ (Issue Approve) By:	Date		<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS	
Resident Engineer's Signature:	Date		FEDERAL FUNDING SOURCE	PERCENT
				

# Oakland Touchdown Detour Contract 04-0120S4

## Budget Analysis

### December 31, 2011



**Contract 04-0120S4 Oakland Touchdown Detour**  
**Current Contract Budget Funding Status**  
 December 31, 2011 Basis

Contract Items	\$	40,415,228
State Furnished Materials (SFM)	\$	2,520,000
Subtotal	\$	42,935,228
Supplemental Work	\$	-
Contingency	\$	8,064,772
Subtotal Original Contract Allotment	\$	51,000,000
Supplemental Budget Allocation Approved	\$	-
Subtotal Current Contract Allotment	\$	51,000,000 ( b )
Remaining Unallotted Budget (Current Contract Budget - Current Contract Allotment)	\$	-
Total Current Contract Budget	\$	51,000,000 ( d )

Reported Total Forecast At Completion    \$      58,500,000  
 In 3rd Quarter 2011 TBSRP Report

**Contract 04-0120S4 Oakland Touchdown Detour**  
**Contract Forecast At Completion (FAC) & Variance**  
 December 31, 2011 Basis

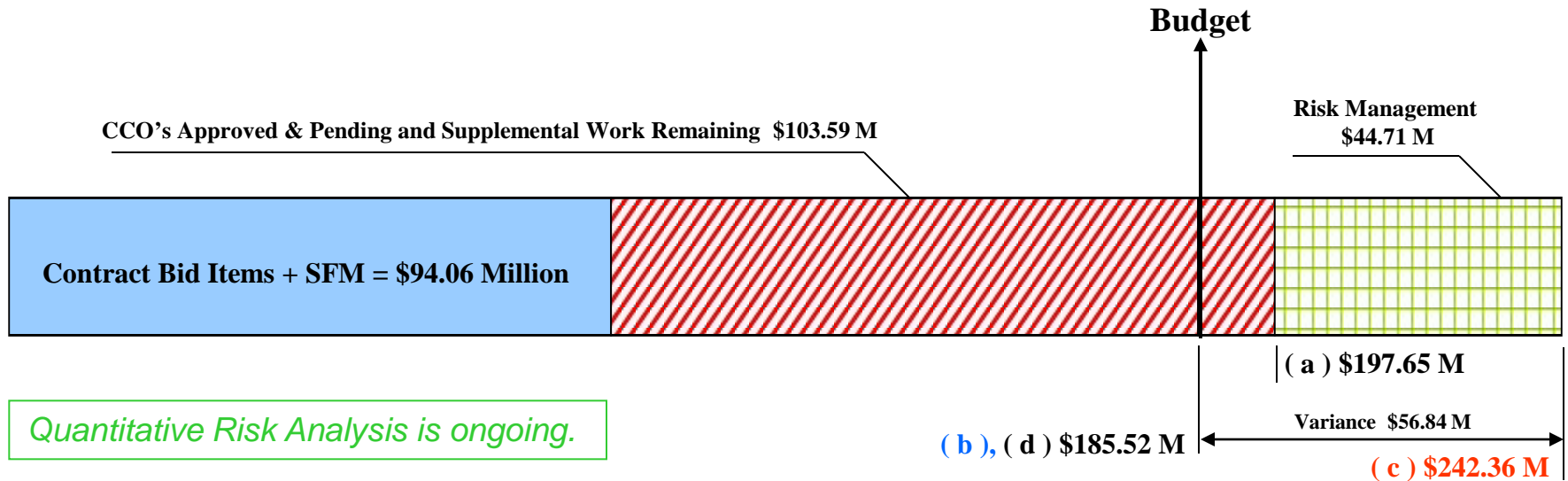
Contract Items	\$	-
State Furnished Materials (SFM) CCO's ( 3 )	\$	4,020,000
Subtotal	\$	4,020,000
Supplemental Work Remaining	\$	-
CCO's		
CCO's ( Approved ( 42 ) + Pending ( 30 ) = Total ( 72 ) )	\$	21,446,990
CCO's = or > \$1 Million Pending Approval ( 10 )	\$	21,352,149
Subtotal	\$	46,819,139 ( a )
Risk Management Cost - Q4 2011 50% Probable	\$	10,460,000
Q4 2011 Total	\$	57,279,139 ( c )

Variance ( Total - Current Budget )    \$      6,279,139

# YBI Transition Structures 1 Contract 04-0120S4

## Budget Analysis

### December 31, 2011



**Contract 04-0120S4 YBI Transition Structures 1**  
**Current Contract Budget Funding Status**  
 December 31, 2011 Basis

Contract Items	\$	80,775,457	
State Furnished Materials (SFM)	\$	13,288,501	
Subtotal	\$	94,063,958	
Supplemental Work	\$	20,917,500	
Contingency At 10%	\$	11,498,542	
Subtotal Original Contract Allotment	\$	126,480,000	
Supplemental Budget Allocation Approved	\$	59,040,000	
Subtotal Current Contract Allotment	\$	185,520,000	(b)
Remaining Unallotted Budget (Current Contract Budget - Current Contract Allotment)	\$	-	
<b>Total Current Contract Budget</b>	<b>\$</b>	<b>185,520,000</b>	<b>(d)</b>

Reported Total Forecast At Completion \$ 226,800,000  
 In 3rd Quarter 2011 TBSRP Report

**Contract 04-0120S4 YBI Transition Structures 1**  
**Contract Forecast At Completion (FAC) & Variance**  
 December 31, 2011 Basis

Contract Items	\$	80,775,457	
State Furnished Materials (SFM)	\$	13,288,501	
Subtotal	\$	94,063,958	
Supplemental Work Remaining	\$	15,816,516	
CCO's			
CCO's (Approved ( 91 ) + Pending ( 49 ) = Total ( 140 ) )	\$	64,320,082	
CCO's = or > \$1 Million Pending Approval ( 6 )	\$	23,448,480	
Subtotal	\$	197,649,036	(a)
Risk Management Cost - Q4 2011 50% Probable	\$	44,710,000	
<b>Q4 2011 Total</b>	<b>\$</b>	<b>242,359,036</b>	<b>(c)</b>

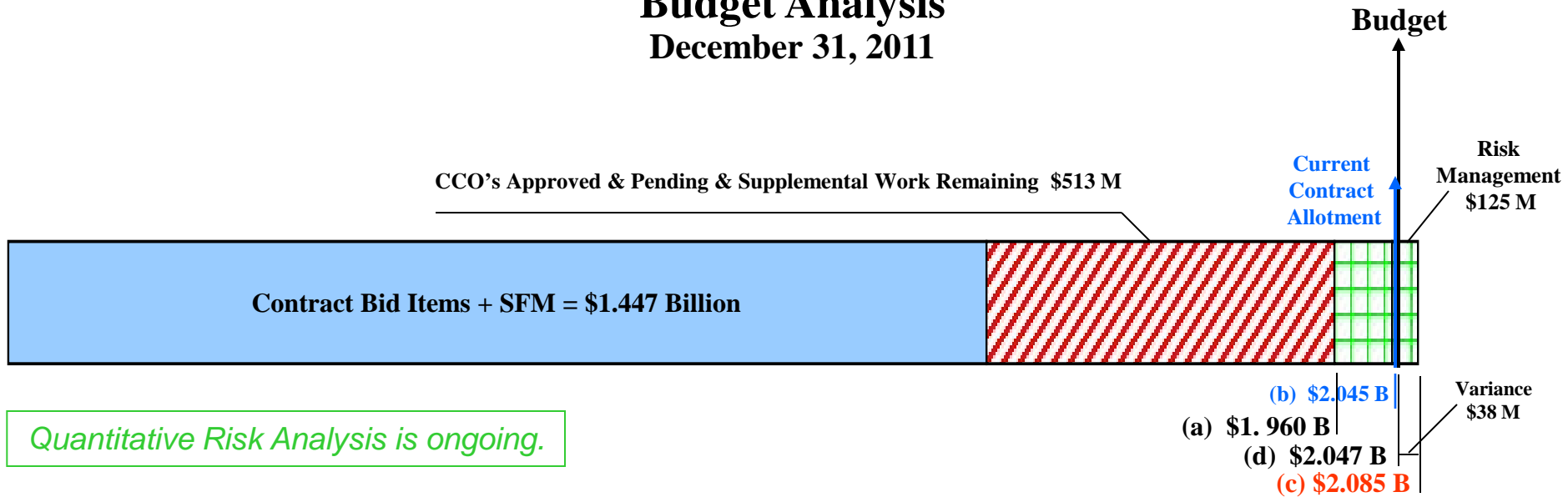
Variance ( Total - Current Budget ) \$ 56,839,036



# SAS Superstructure Contract 04-0120F4

## Budget Analysis

December 31, 2011



**Contract 04-0120F4 SAS Superstructure  
Current Contract Budget Funding Status  
December 31, 2011 Basis**

Contract Bid Items	\$	1,434,085,935
State Furnished Materials (SFM)	\$	12,473,475
Subtotal	\$	1,446,559,410
Supplemental Work	\$	52,418,000
Contingency at 10%	\$	148,652,590
Subtotal Original Contract Allotment	\$	1,647,630,000
Supplemental Budget Allocation Approved	\$	397,130,266
Subtotal Current Contract Allotment	\$	2,044,760,266 (b)
Budget Transfer to Phase 8	\$	2,000,000
Remaining Unallotted Budget	\$	-
(Current Contract Budget - Current Contract Allotment)		
Total Current Contract Budget	\$	2,046,760,266 (d)

Reported Total Forecast At Completion \$2,085,600,000  
In 3rd Quarter 2011 TBSRP Report

**Contract 04-0120F4 SAS Superstructure  
Contract Forecast At Completion (FAC) & Variance  
December 31, 2011 Basis**

Contract Bid Items	\$	1,434,085,935
State Furnished Materials (SFM)	\$	12,473,475
Subtotal	\$	1,446,559,410
Supplemental Work Remaining	\$	35,222,242
CCO's		
CCO's (Approved ( 226 ) + Pending ( 71 ) = Total ( 297 )	\$	420,666,403
CCO's = or > \$1Million Pending POC's approval ( 12 )	\$	57,775,816
Subtotal	\$	1,960,223,871 (a)
Risk Management Cost - Q4 2011 50% Probable	\$	124,459,000
Q4 2011 Total	\$	2,084,682,871 (c)

Variance ( Total - Current Budget ) \$ 37,922,605

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

**RE:** Agenda No. - 2b2

Item- Consent Calendar

SAS CCO #127 – OBG Lifts 13 and 14 Constructability Models – Partial  
for Mitigation Opportunities of East End Fabrication Strategy

---

**Recommendation:**

**APPROVAL**

**Cost:**

CCO #127: \$4,168,112.00

**Schedule Impacts:**

None

**Discussion:**

**CCO #127 in the amount of \$4,168,112.00** is the final negotiated price to compensate the contractor for the full scale fabrication of constructability models used for the critical areas of lifts 13 and 14 of the orthotropic box girders (OBG), also known as the east end OBG. It also covers payment for all the technical support needed to engineer, detail, and build the prototype models, and for establishing tolerances and methods to determine sequences of fabrication and associated inspections.

CCO #127 was approved for a not to exceed amount of \$4,300,000.00 at the May 6, 2010 TBPOC meeting.

**Attachment(s):**

1. Executed CCO #127
2. CCO Memorandum #127

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 127    Suppl. No. 0    Contract No. 04 - 0120F4    Road SF-80-13.2/13.9    FED. AID LOC.:

To: **AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE***You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order is not effective until approved by the Engineer.*

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

**Extra Work at Agreed Lump Sum:****Constructability Model Engineering and Fabrication Procedures for East End OBG**

The Contractor shall provide engineering, detailing, and technical support necessary to develop constructability models identified in this change order for OBG Lifts 13 and 14. In addition, the Contractor shall provide an Inspection Testing Plan (ITP) and specialized fabrication procedures, not otherwise required by the Special Provisions, which will establish fabrication tolerances and methods to measure tolerances. Based on constructability issues discovered during the construction of the models revise fabrication procedures, DCP/DVP, ITP and other related fabrication submittals as provided in the Special Provisions and this change order.

The Contractor shall submit to the Engineer written, detailed, and specialized fabrication procedures for the complex assemblies listed below:

- a. Saddle grillage for the east saddles
- b. Temporary bearing assembly
- c. K-Plate Assembly
- d. Architectural housing Assembly
- e. East Cable Anchorage Overall Assembly
- f. Box girder reinforcement at East Saddle and Pier E2 bearing and Shear Key
- g. Super Elevation Transition
- h. Hinge A Assembly

The detailed and specialized fabrication procedures shall include the following:

1. The assembly and welding sequence to identify the accessibility, position, weld process with reference to the Weld Details in the working drawings and the WPS for the actual welding
2. Bolt tightening procedure to ensure that the bolts can be tightened and torqued in accordance with the contract requirements
3. Inspection Testing Plan (ITP) for welds and bolts to demonstrate accessibility and sequencing, and to ensure that welds and bolts are inspected prior to being inaccessible, and to identify special inspection requirements
4. Inspection holds points
5. Explain the dimensional verification procedures in accordance with the approved DVP, identify fabrication tolerances where the Special Provisions and AWS D1.5 are not applicable, and identify which portions of the DVP will be utilized
6. Additional dimensional control procedures in conjunction with the approved DCP
7. Painting sequence and procedures
8. Identify all temporary attachments needed for handling including the final lifting
9. Details of jigs or other supports including supports for the handling of the segments by multi-wheelers such as Scheuerle transporters

The Contractor will be compensated at the agreed lump sum amount of \$1,168,112.00 for the above extra work, including all markups.

Estimate of Extra Work at Agreed Lump Sum .....

\$ 1,168,112.00



**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 127 Suppl. No. 0 Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

**Extra Work at Agreed Unit Price****Constructability Models**

The Contractor shall fabricate constructability models for portions of the East End OBG listed below to demonstrate fabrication procedures and welding sequencing, to verify access, and to demonstrate the proposed inspection testing plan for welds.

1. Lift 13 - Saddle Grillage Area and Box Girder Reinforcement at the Bearing and Shear Key Area
2. Lift 14 - Cable Anchorage Zone and Hinge Pipe Beam Area Including Reinforcement

The Contractor may propose alternative steel grades for preparation of the constructability models with the approval of the Engineer. For each constructability model, the Contractor shall follow the current written fabrication procedure and welding sequence. The Engineer shall be allowed to witness all fit-up and welding for each constructability model. Constructability models shall not be incorporated into the permanent OBG structure.

The exact make-up and limits of the constructability models will be as agreed upon between the Contractor and the Engineer, and will be subject to modification, more or less, with agreement of the Contractor and the Engineer. The effort to produce the constructability models shall in no way impact the project schedule's critical path. Work on the constructability models may be terminated at any time by either the Contractor or the Engineer.

The Contractor shall utilize lessons learned from the fabrication of the constructability models to revise and resubmit the Fabrication/Erection Procedures, DCP/DVP, Inspection Testing Plan and other fabrication submittals as provided in this change order.

Constructability models will be measured and paid for at the agreed unit price of \$5000.00 per metric ton for each metric ton of steel incorporated into the constructability models. Payment for the weight of steel incorporated into the constructability models shall not exceed 600 metric tons and will be determined from component weights shown on the approved shop drawings. The agreed upon unit price shall include full compensation for all materials, labor and equipment necessary to construct the constructability models, complete in place, including all markups. Upon request, partial progress payments of completed extra work will be made at unit price based on the estimated percentage of work completed.

Estimate of Extra Work at Agreed Unit Price Cost (600 metric tons at \$5,000.00/metric ton) = \$3,000,000.00

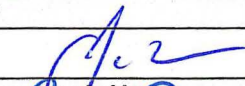
**Total Estimated Cost of this Change Order ..... \$4,168,112.00**

It is the intention of this CCO to provide schedule mitigation resources to facilitate the efficient and timely manufacture of lifts 13 and 14 and create an opportunity for shipment in mid July 2011.

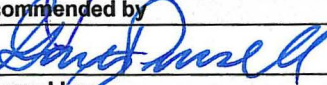
Estimated Cost: Increase ☒ Decrease ☐ \$4,168,112.00

By reason of this order the time of completion will be adjusted as follows: 0 days

**Submitted by**

Signature  Resident Engineer Jason Tom for Gary Pursell, Sup.T.E. Date 5/11/10

**Approval Recommended by**

Signature  Supervising Transportation Engineer Gary Pursell, Sup.T.E. Date 5/12/10

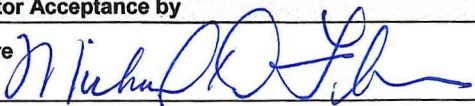
**Engineer Approval by**

Signature  Principal Transportation Engineer Peter Siegenthaler, Prin.T.E. Date 5/17/10

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

**NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

**Contractor Acceptance by**

Signature  (Print name and title) Michael D. Flowers Project Director Date 5-14-10

**CONTRACT CHANGE ORDER MEMORANDUM**

DATE: 12/1/2009 Page 1 of 2

TO: Pete Siegenthaler, Prin TE / Gary Pursell, Sup. TE			FILE: E.A. 04 - 0120F4	
FROM: Gary Pursell, Sup. TE			CO-RTE-PM SF-80-13.2/13.9	
FED. NO.				
CCO#: 127	SUPPLEMENT#: 0	Category Code: CHPT	CONTINGENCY BALANCE (incl. this change) <b>\$12,652,488.40</b>	
COST: <b>\$4,168,112.00</b> INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: <b>\$0.00</b>			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: OBG Mockups			PROJECT DESCRIPTION: CONSTRUCT SELF-ANCHORED SUSPENSION BRIDGE	
Original Contract Time: <b>2490</b> Day(s)	Time Adj. This Change: <b>0</b> Day(s)	Previously Approved CCO Time Adjustments: <b>227</b> Day(s)	Percentage Time Adjusted: (Including this change) <b>9</b> %	Total # of Unreconciled Deferred Time CCO(s): (including this change) <b>6</b>

**THIS CHANGE ORDER PROVIDES FOR:**

The Contractor to provide engineering, detailing, and technical support necessary to develop constructability models identified in this change order for OBG Lifts 13 and 14 (The East End OBG). In addition, the contractor is to provide an Inspection Testing Plan (ITP) and specialized fabrication procedures, not otherwise required by the Special Provisions, which will establish fabrication tolerances and methods to measure tolerances. Also this change order provides for the contractor to fabricate constructability models for portions of the East End OBG to demonstrate fabrication procedures and welding sequencing, verify access, and demonstrate the proposed inspection testing plan for welds

The East End OBG, with its very complex geometry and structural elements, presented many challenges and issues to be resolved during the development and detailing of shop drawings. Consequently the delivery and approval of the East End OBG shop drawing has been delayed approximately one year. The delays and complexity of the East End OBG fabrication pose a risk to the scheduled delivery of the East End OBG segments.

In order to reduce risk of further delays the department requests the contractor to develop and fabricate contractibility models as described in this change order to identify fabrication issues early on. Based on the lessons learned from the constructability models, the contractor will revise fabrication procedures, DCP/DVP, ITP and other related fabrication submittals as provided in the Special Provision. The Department believes implementing these measures will reduce the risk associated with the East End OBG fabrication. While maintaining or improving the overall project schedule the additional work will not impact the critical path of the project as agreed upon by the Contractor and the Department.

The Toll Bridge Program Oversight Committee (TBPOC), at their March 4, 2010, monthly meeting, approved several delay mitigation measures and the East End OBG Models as described in this change order is one of the items that was approved by the TBPOC.

This change is estimated to total (Not to Exceed) \$4,168,112.00, which can be financed from the contingency fund. A detailed cost estimate is on file.

This change order has concurrence from Gary Pursell (Resident Engineer), Ken Terpstra (Project Manager), Rich Foley (HQ Liaison), and Pete Siegenthaler (Principal Engineer).

Maintenance concurrence is not required for this change.

No adjustment of contract time is warranted, as this change does not affect the controlling operation.



**CONTRACT CHANGE ORDER MEMORANDUM**

EA: 0120F4 CCO: 127 - 0

DATE: 12/1/2009

Page 2 of 2

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	Res. Eng., Gary Pursell, Sup. TE	Date	THIS REQUEST		TOTAL TO DATE
Bridge Engineer:		Date	ITEMS	\$0.00	\$0.00
Project Engineer:		Date	FORCE ACCOUNT	\$0.00	\$0.00
Project Manager:	Proj Manager, Ken Terpstra	Date	AGREED PRICE	\$4,168,112.00	\$4,168,112.00
FHWA Rep.:		Date	ADJUSTMENT	\$0.00	\$0.00
Environmental:		Date	TOTAL	\$4,168,112.00	\$4,168,112.00
Other (specify):	HQ, Rich Foley	Date	FEDERAL PARTICIPATION		
Other (specify):	PCE, Pete Siegenthaler, Prin TE	Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
HQ (Issue/Approve) By:	HQ, Larry Salhaney	Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
Resident Engineer's Signature:		Date	FEDERAL FUNDING SOURCE    PERCENT _____ _____ _____		

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Dina Noel, Assistant Deputy Director Toll Bridge Program, CTC

**RE:** Agenda No. - 2b3

Consent Calendar  
Item- Self-Anchored Suspension CCO #193 – Skyway Bikepath Panel  
Expansion Joints

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**Recommendation:**

**APPROVAL**

**Cost:** \$1,091,368.00

**Schedule Impacts:**

None

**Discussion:**

**CCO #193 in the amount of \$1,091,368.00** is the final negotiated price to cover the costs associated with modifying the existing bikepath panels at the expansion joints for the Skyway portion of the East Span San Francisco/Oakland Bay Bridge.

CCO #193 was approved for a not to exceed amount of \$1,300,000.00 at the May 5, 2011 TBPOC meeting.

The existing gap in the bikepath expansion joints is smaller than the gaps in the roadway expansion joints sections. As a result, the bikepath panels were modified to match the anticipated roadway seismic joint movement rating.

**Attachment(s):**

1. Executed CCO #193
2. CCO #193 Memorandum

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 193 Suppl. No. 0 Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

To: AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

**NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

**Extra Work at Lump Sum:**

Modify the existing bikepath panels at the expansion joints of the Skyway portion of the San Francisco/Oakland Bay Bridge East Span Seismic Safety Project.

Clean and prime the exposed steel on the bikepath panels and deck joint cover plates in accordance with Special Provisions Section 10-1.69 "CLEAN AND PAINT STRUCTURAL STEEL."

Apply a non-skid surface to bikepath hinge cover plates.

This change order includes the incremental increased cost of installation for the bikepath Hinge A cover plate.

The following revised plan sheets detail the changes addressed in this change order: 839R3, 839S1R2, 1164S7, 1164S8, 1164S9, and 1164S10 (of 1204) as shown on sheets 2 through 7 of this change order.

For this work, the Contractor will receive a lump sum price of \$1,091,368.00. This sum constitutes full and complete compensation for furnishing all labor, material, tools and incidentals including all markups by reason of this change.

Extra Work at Lump Sum.....\$1,091,368.00

Estimated Cost: Increase ☒ Decrease ☐ \$1,091,368.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature

Resident Engineer

Kannu Balan, Senior T.E.

Date 5-18-11

Approval Recommended by

Signature

Supervising Bridge Engineer

William Casey, Sup. B.E.

Date 5-23-11

Engineer Approval by

Signature

Principal Transportation Engineer

Peter Siegenthaler, Prin. T.E.

Date 5-31-11

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

**NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Contractor Acceptance by

Signature

(Print name and title)

Date

BRIAN A. PETERSEN - PROJECT DIRECTOR

25 MAY 11



**CONTRACT CHANGE ORDER MEMORANDUM**

DATE: 5/19/2011 Page 1 of 1

TO: Pete Siegenthaler, Prin TE /			FILE: <b>E.A.</b> 04 - 0120F4	
FROM: Kannu Balan, Senior TE			<b>CO-RTE-PM</b> SF-80-13.2/13.9	
			<b>FED. NO.</b>	
CCO#: <b>193</b>	SUPPLEMENT#: <b>0</b>	Category Code: <b>CHPT</b>	CONTINGENCY BALANCE (incl. this change) <b>\$174,179,816.11</b>	
COST: <b>\$1,091,368.00</b> INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: <b>\$0.00</b>			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>CCO DESCRIPTION:</b> Skyway Bikepath Expansion Joints			<b>PROJECT DESCRIPTION:</b> CONSTRUCT SELF-ANCHORED SUSPENSION BRIDGE	
Original Contract Time: <b>2490</b> Day(s)	Time Adj. This Change: <b>0</b> Day(s)	Previously Approved CCO Time Adjustments: <b>501</b> Day(s)	Percentage Time Adjusted: (including this change) <b>20</b> %	Total # of Unreconciled Deferred Time CCO(s): (including this change) <b>1</b>

**THIS CHANGE ORDER PROVIDES FOR:**

Modifying the existing bikepath panels at the expansion joints of the Skyway portion of the East Span San Francisco/Oakland Bay Bridge.

The existing clearance in the bikepath expansion joints is smaller than the movement ratings in the roadway sections. As a result the panels are being modified to alleviate concerns that the expansion joints might fail during a seismic event. This change is requested by Design.

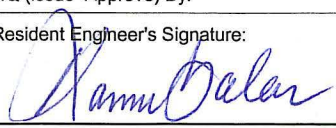
The total cost of this change order is \$1,091,368.00, which can be financed from the contingency fund. A detailed cost analysis is on file.

No time adjustment is warranted as this change order does not affect the controlling operation.

This change order has concurrence from Peter Siegenthaler (Principal TE), William Casey (Supervising BE), Rich Foley (HQ Oversight), Ken Terpstra (Proj. Manager), Wenyi Long (Design Oversight), Lina Ellis (Maintenance), and Jing Chen (District Design) April 27, 2011.

Toll Bridge Program Oversight Committee (TBPOC) approved this change order on May 5, 2011, for a value not to exceed amount of \$1.3M.

The Resident Engineer requests Headquarters CCO Desk "Issue and Approve".

<b>CONCURRED BY:</b>			<b>ESTIMATE OF COST</b>		
Construction Engineer:	PCE, Pete Siegenthaler, Prin TE	Date 5/10/11	THIS REQUEST		
Bridge Engineer:	William Casey, Sup BE	Date 5/4/11	ITEMS	\$0.00	TOTAL TO DATE \$0.00
Project Engineer:	CT Oversight, Wenyi Long, P.E.	Date 4/18/11	FORCE ACCOUNT	\$0.00	\$0.00
Project Manager:	Proj Manager, Ken Terpstra	Date 5/18/11	AGREED PRICE	\$1,091,368.00	\$1,091,368.00
FHWA Rep.:		Date	ADJUSTMENT	\$0.00	\$0.00
Environmental:		Date	<b>TOTAL</b>	<b>\$1,091,368.00</b>	<b>\$1,091,368.00</b>
Other (specify):	HQ, Rich Foley	Date 5/11/11	<b>FEDERAL PARTICIPATION</b>		
Other (specify):	Struct. Maint, Lina Ellis	Date 4/19/11	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
HQ (Issue Approve) By:		Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
Resident Engineer's Signature:		Date	FEDERAL FUNDING SOURCE    PERCENT		
 <div style="text-align: right;">5-18-11</div>			_____		
			_____		
			_____		

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 193    Suppl. No. 0    Contract No. 04 - 0120F4    Road SF-80-13.2/13.9    FED. AID LOC.:

To: **AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

**NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

**Extra Work at Lump Sum:**

Modify the existing bikepath panels at the expansion joints of the Skyway portion of the San Francisco/Oakland Bay Bridge East Span Seismic Safety Project.

Clean and prime the exposed steel on the bikepath panels and deck joint cover plates in accordance with Special Provisions Section 10-1.69 "CLEAN AND PAINT STRUCTURAL STEEL."

Apply a non-skid surface to bikepath hinge cover plates.

This change order includes the incremental increased cost of installation for the bikepath Hinge A cover plate.

The following revised plan sheets detail the changes addressed in this change order: 839R3, 839S1R2, 1164S7, 1164S8, 1164S9, and 1164S10 (of 1204) as shown on sheets 2 through 7 of this change order.

For this work, the Contractor will receive a lump sum price of \$1,091,368.00. This sum constitutes full and complete compensation for furnishing all labor, material, tools and incidentals including all markups by reason of this change.

Extra Work at Lump Sum.....\$1,091,368.00

Estimated Cost: Increase ☒ Decrease ☐ \$1,091,368.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature

Resident Engineer

Kannu Balan, Senior T.E.

Date 5-18-11

Approval Recommended by

Signature

Supervising Bridge Engineer

William Casey, Sup. B.E.

Date 5-23-11

Engineer Approval by

Signature

Principal Transportation Engineer

Peter Siegenthaler, Prin. T.E.

Date

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

**NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Contractor Acceptance by

Signature

(Print name and title)

Date

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Andrew Fremier, Deputy Director, BATA

**RE:** Agenda No. - 3a  
Progress Reports  
Item- Draft Project Progress and Financial Update February 2012

---

**Recommendation:**  
**APPROVAL**

**Cost:**  
N/A

**Schedule Impacts:**  
N/A

**Discussion:**  
Included in this package is a draft Project Progress and Financial Update February 2012. By meeting time, the PMT would have approved the report under a delegated TBPOC authority. TBPOC confirmation of this approval is requested.

**Attachment(s):**  
Project Progress and Financial Update February 2012 (see end of binder)



# San Francisco Bay Area Toll Bridge Seismic Retrofit and Regional Measure 1 Programs

**Project Progress  
and Financial Update**  
**January 2012**  
**Version 4.0**



**TOLL BRIDGE PROGRAM  
OVERSIGHT COMMITTEE**

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

**Released: March 2012**









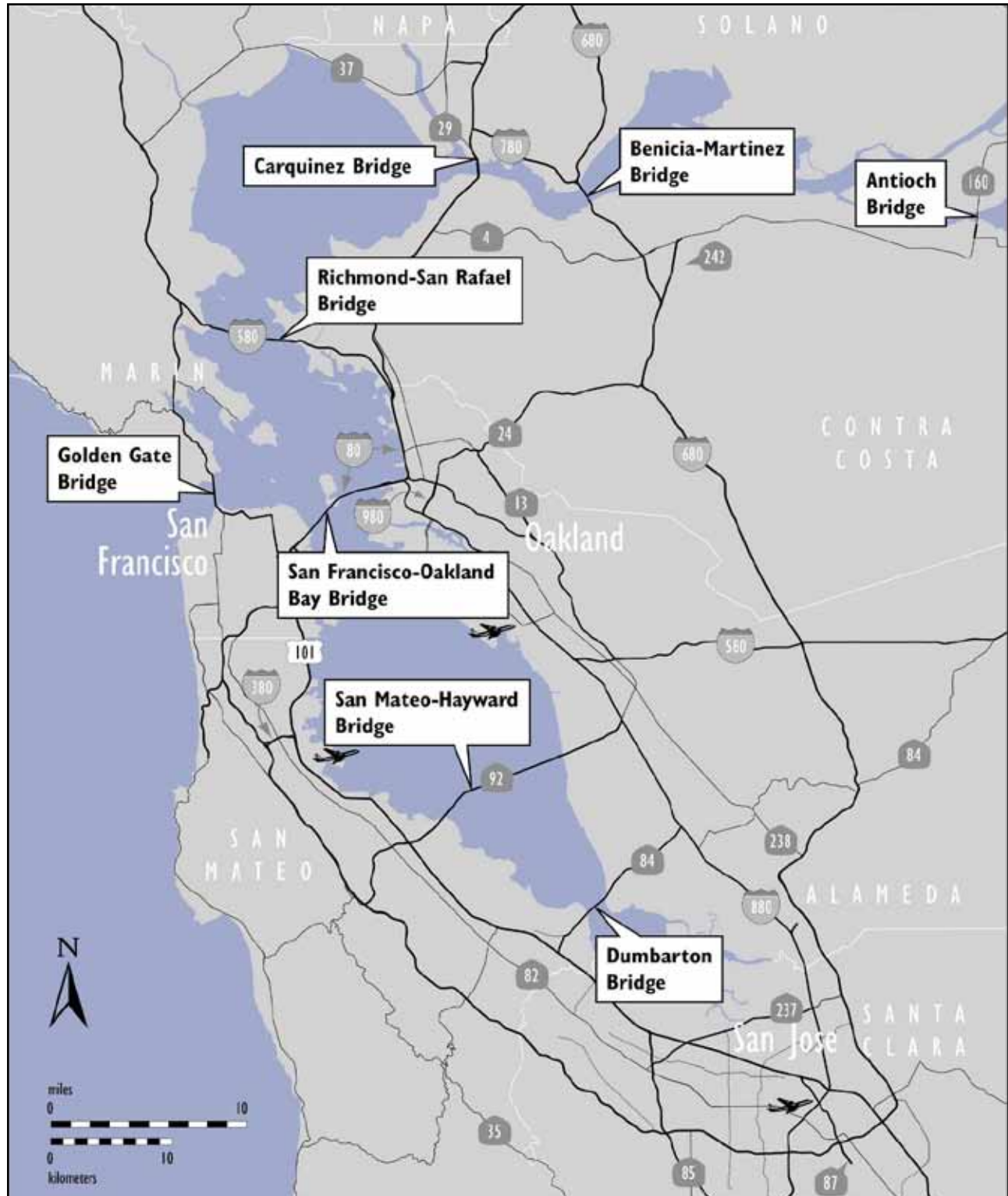


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## Map of Bay Area Toll Bridges



\* The Golden Gate Bridge is owned and operated by the Golden Gate Bridge, Highway and Transportation District.

## Introduction

In July 2005, Assembly Bill (AB) 144 (Hancock) created the Toll Bridge Program Oversight Committee (TBPOC) to implement a project oversight and project control process for the new Benicia-Martinez Bridge and State Toll Bridge Seismic Retrofit Program projects. The TBPOC consists of the Director of Caltrans, the Executive Director of the Bay Area Toll Authority (BATA) and the Executive Director of the California Transportation Commission (CTC). The TBPOC's project oversight and control processes include, but are not limited to, reviewing bid specifications and documents, reviewing and approving significant change orders and claims in excess of \$1 million (as defined by the Committee), and keeping the Legislature and others apprised of current project progress and status. In January 2010, Assembly Bill (AB) 1175 (Torlakson) amended the TBSRP to include the Antioch and Dumbarton Bridges seismic retrofit projects. The current Toll Bridge Seismic Retrofit Program is as follows:

Toll Bridge Seismic Retrofit Projects	Seismic Safety Status
Dumbarton Bridge Seismic Retrofit	Construction
Antioch Bridge Seismic Retrofit	Construction
San Francisco-Oakland Bay Bridge East Span Replacement	Construction
San Francisco-Oakland Bay Bridge West Approach Replacement	Complete
San Francisco-Oakland Bay Bridge West Span Seismic Retrofit	Complete
San Mateo-Hayward Bridge Seismic Retrofit	Complete
Richmond-San Rafael Bridge Seismic Retrofit	Complete
1958 Carquinez Bridge Seismic Retrofit	Complete
1962 Benicia-Martinez Bridge Seismic Retrofit	Complete
San Diego-Coronado Bridge Seismic Retrofit	Complete
Vincent Thomas Bridge Seismic Retrofit	Complete

The New Benicia-Martinez Bridge is part of a larger program of toll-funded projects called the Regional Measure 1 (RM1) Toll Bridge Program under the responsibility of BATA and Caltrans. While the rest of the projects in the RM1 program are not directly under the responsibility of the TBPOC, BATA and Caltrans will continue to report on their progress as an informational item. The RM1 program includes:

Regional Measure 1 Projects	Open to Traffic Status
Interstate 880/State Route 92 Interchange Reconstruction	Open
1962 Benicia-Martinez Bridge Reconstruction	Open
New Benicia-Martinez Bridge	Open
Richmond-San Rafael Bridge Deck Overlay Rehabilitation	Open
Richmond-San Rafael Bridge Trestle, Fender & Deck Joint Rehabilitation	Open
Westbound Carquinez Bridge Replacement	Open
San Mateo-Hayward Bridge Widening	Open
State Route 84 Bayfront Expressway Widening	Open
Richmond Parkway	Open

## SUMMARY OF MAJOR PROJECT HIGHLIGHTS, ISSUES, AND ACTIONS



Foundation for the Self-Anchored Suspension Bridge Tower



Self-Anchored Suspension Parallel Wire Strands at Jacking Saddle



Parallel Wire Strands (PWS) Hauled to the Eastbound Anchorage of the Self-Anchored Suspension Bridge

### Recent Issues

There have been recent questions raised in news articles questioning Caltrans' testing practices for foundations. Subsequently, following Caltrans' dismissal of a materials testing technician who had inspected foundation piles for the signature single tower of the San Francisco-Oakland Bay Bridge's new East Span, the Toll Bridge Program Oversight Committee (TBPOC) requested the Seismic Safety Peer Review Panel - which comprises engineering professors and other technical experts - to conduct an independent review of all records from quality assurance inspections of the piles.

Members of the Seismic Safety Peer Review Panel are Dr. Frieder Seible, who is dean of the Jacobs School of Engineering at the University of California at San Diego; Dr. I.M. Idriss, an independent consulting geotechnical engineer and emeritus professor of civil engineering at the University of California at Davis; Dr. John Fisher, professor emeritus of civil engineering at Lehigh University and director emeritus of the ATLSS Engineering Research Center; and structural engineer Joseph Nicoletti, who served as chair of the Engineering and Design Advisory Panel for the Bay Bridge East Span replacement project. Nicoletti also chairs the peer review panel. The TBPOC has consulted with the external Seismic Safety Peer Review Panel on numerous design and construction decisions over the years. The Seismic Safety Peer Review Panel met in early December 2011, and continues their review.

### Toll Bridge Seismic Retrofit Program Risk Management

A major element of the 2005 AB 144, the law creating the TBPOC, was legislative direction to implement a more aggressive risk management program. Such a program has been implemented in stages over time to ensure development of a robust and comprehensive approach to risk management.

A comprehensive risk assessment is performed for each project in the program on a quarterly basis. Based upon those assessments, a forecast is developed using the average cost of risk. These forecasts can both increase and decrease as risks are identified, resolved or retired. Nonetheless, assurances have been made that the public is informed of the risks that have been identified and the possible expense they could necessitate.



As of the end of the fourth quarter of 2011, the 50 percent probable draw on Program Contingency is \$219 million. The potential draw ranges from about \$130 million to \$300 million.

The \$308 million program contingency balance can be used to cover the costs of identified risks. In accordance with the approved TBSRP Risk Management Plan, risk mitigation actions are continuously developed and implemented to reduce the potential draw on the program contingency.

## San Francisco-Oakland Bay Bridge (SFOBB) East Span Seismic Replacement Project SAS Super Structures Contract

The prime contractor constructing the Self-Anchored Suspension (SAS) bridge from the completed Skyway to Yerba Buena Island is a joint venture of American Bridge/Fluor (ABF). Significant progress on the structures that comprise the SAS were produced both in the Bay Area and around the world.



Yerba Buena Island Transition Structure #1 Westbound Deck Complete and Eastbound in Progress

The structural elements of the main tower are now complete with the saddle in place. Just shy of its 525-foot apex, the signature tower will be crowned with a decorative tower head after the cable is installed this year. All 28 steel roadway boxes have been erected as of the end of December 2011 along with 19 cross beams, five service platforms, roadway barriers and bike path up to roadway box 11.

These boxes, fabricated in Shanghai, China, join other bridge components that arrived from around the country and the world. All bridge components underwent a rigorous quality review by the fabricator, ABF, and Caltrans to ensure that only bridge components that have been built in accordance to the specifications were shipped. The TBPOC's goal is to open the bridge to traffic in both directions by September 2013.

With installation of all structural elements of the tower and roadway nearing completion, focus is now turning to the placement of the bridge's more than 2.5 - foot in diameter and nearly mile long main cable. The single cable is made up of 137 separate bundled strands which each contain 127 individual pencil thin wires (see diagram on page 24). Each of the 137 bundled strands will be individually pulled by a tramway system from the northeastern end of the bridge, up and over the tower, and around the west end of the bridge before returning over the tower and to the southeastern end of the bridge.

To haul the strands up and around the bridge, a tramway system, similar to a ski lift, is being used to support, haul and place the main cable during installation. Cable strand installation started in December 2011 and will be complete by mid-2012.

## Yerba Buena Island Transition Structure #1 Contract

The YBITS #1 contract was awarded to MCM Construction, Inc., the same contractor that completed the Oakland Touchdown (OTD) #1 contract. The MCM contract includes completing the remaining foundations and the bridge deck structure from the Yerba Buena Island Tunnel to the Self-Anchored Suspension (SAS) bridge.

Work is focused on the westbound transition structure's substructure and superstructure from the tunnel to the SAS bridge.

## SUMMARY OF MAJOR PROJECT HIGHLIGHTS, ISSUES, AND ACTIONS



Oakland Detour - Westbound Opened to Traffic

### Oakland Detour

The detour realigns the existing bridge approach to the south to allow for construction of the remaining portion of OTD #2 that was in conflict with the existing bridge. The eastbound detour was completed on May 30, 2011. The westbound detour is forecast to open in February 2012. The detour will require a closure to the upper deck westbound direction of the bridge over President's Day weekend. The closure is currently scheduled for the February 17, 2012 weekend.

### Oakland Touchdown #2 Contract

The OTD #2 contract for construction was advertised in November 2011 and will be awarded in February 2012. **Construction will start in May 2012.**



Existing San Francisco-Oakland Bay Bridge Cantilever Section to be Dismantled

### Existing SFOBB Dismantling

To expedite opening of a new eastbound on ramp and the pedestrian/bicycle pathway from Yerba Buena Island, the TBPOC has decided to split the bridge dismantling project into at least two contracts. The dismantling of the superstructure of the main cantilever section of the existing bridge will be incorporated into the YBITS #2 contract, while the remaining portions of the existing bridge will be removed by separate contract or contracts yet to be determined.

### Antioch Bridge Seismic Retrofit

The major retrofit strategy for the bridge includes installing seismic isolation bearings at each of the 41 piers, strengthening piers 12 through 31 with steel cross-bracing between column bents and installing steel casings at all columns located at the Sherman Island approach slab bridge. Staff has reported that work is progressing well and seismic safety is forecast to be completed ahead of schedule by May 2012. Project progress is reported on page 32.



Antioch Bridge Seismic Retrofit

### Dumbarton Bridge Seismic Retrofit

The Dumbarton bridge is a combination of three bridge types; reinforced concrete slab approaches supported on multiple pile extension columns, precast - prestressed concrete girders, and steel box girders supported on reinforced concrete piers. The retrofit strategy for the bridge includes superstructure and deck modifications and installation of isolation bearings. Project progress is reported on page 34.





Parallel Wirestrand (PWS) Installation in Progress

# Toll Bridge Seismic Retrofit Program Cost Summary (Millions)

	Contract Status	AB 144/SB 66 Budget (August 2005)	TBPOC Approved Changes	Current TBPOC Approved Budget (January 2012)	Cost to Date (December 2011)	Current Cost Forecast (January 2012)	Cost Variance	Cost Status
		a	b	c = a + b	d	e	f = e - c	
<b>SFOBB East Span Seismic Replacement</b>								
Capital Outlay Construction								
Skyway	Completed	1,293.0	(38.9)	1,254.1	1,237.1	1,245.2	(8.9)	●
SAS Marine Foundations	Completed	313.5	(32.6)	280.9	274.8	278.6	(2.3)	●
SAS Superstructure	Construction	1,753.7	293.1	2,046.8	1,626.8	2,084.7	37.9	●
YBI Detour	Completed	131.9	360.9	492.8	466.0	482.8	(10.0)	●
YBI Transition Structures (YBITS)		299.3	(51.5)	247.8	82.1	328.5	80.7	●
YBITS 1	Construction			185.5	82.1	242.4	56.9	●
YBITS 2	Design			59.0	-	82.8	23.8	●
YBITS Landscaping	Design			3.3	-	3.3	-	●
Oakland Touchdown (OTD)		283.8	55.2	339.0	208.7	330.7	(8.3)	●
OTD 1	Completed			212.0	203.0	203.3	(8.7)	●
OTD 2	Design			62.0	-	56.1	(5.9)	●
Detour	Construction			51.0	-	57.3	6.3	●
OTD Electrical Systems	Design			4.4	-	4.4	-	●
Submerged Electric Cable	Completed			9.6	5.7	9.6	-	●
Existing Bridge Demolition	Design	239.2	(0.1)	239.1	-	241.2	2.1	●
*Cantilever Section	Design			-	-	60.4		
*504/288 Sections	Design			-	-	180.8		
Stormwater Treatment Measures	Completed	15.0	3.3	18.3	16.8	18.3	-	●
Other Completed Contracts	Completed	90.4	-	90.4	89.9	90.4	-	●
Capital Outlay Support		959.3	218.0	1,177.3	1,022.5	1,275.3	98.0	●
Right-of-Way and Environmental Mitigation		72.4	-	72.4	51.7	80.4	8.0	●
Other Budgeted Capital		35.1	(3.3)	31.8	0.7	7.7	(24.1)	●
<b>Total SFOBB East Span Replacement</b>		<b>5,486.6</b>	<b>804.1</b>	<b>6,290.7</b>	<b>5,077.1</b>	<b>6,463.8</b>	<b>173.1</b>	
<b>Antioch Bridge Seismic Retrofit</b>								
Capital Outlay Construction and Mitigation	Construction		70.0	70.0	40.9	51.0	(19.0)	●
Capital Outlay Support			31.0	31.0	21.5	34.7	3.7	●
<b>Total Antioch Bridge Seismic Retrofit</b>		<b>-</b>	<b>101.0</b>	<b>101.0</b>	<b>62.4</b>	<b>85.7</b>	<b>(15.3)</b>	
<b>Dumbarton Bridge Seismic Retrofit</b>								
Capital Outlay Construction and Mitigation	Construction		92.7	92.7	30.0	84.9	(7.8)	●
Capital Outlay Support			56.0	56.0	31.2	59.1	3.1	●
<b>Total Dumbarton Bridge Seismic Retrofit</b>		<b>-</b>	<b>148.7</b>	<b>148.7</b>	<b>61.2</b>	<b>144.0</b>	<b>(4.7)</b>	
Other Program Projects		2,268.4	(64.6)	2,203.8	2,162.2	2,192.2	(11.6)	●
Miscellaneous Program Costs		30.0	-	30.0	25.5	30.0	-	●
Net Programmatic Risks		-	-	-	-	77.1	77.1	●
Program Contingency		900.0	(592.2)	307.8	-	89.2	(218.6)	●
<b>Total Toll Bridge Seismic Retrofit Program<sup>2</sup></b>		<b>8,685.0</b>	<b>397.0</b>	<b>9,082.0</b>	<b>7,388.4</b>	<b>9,082.0</b>	<b>-</b>	

## Toll Bridge Seismic Retrofit Program Schedule Summary (Millions)

	AB 144/SB 66 Project Completion Schedule Baseline (July 2005)	TBPOC Approved Changes (Months)	Current TBPOC Approved Completion Schedule (January 2012)	Current Completion Forecast (January 2012)	Schedule Variance (Months)	Schedule Status	Remarks/Notes
	g	h	i = g + h	j	k = j - i	l	
<b>SFOBB East Span Seismic Replacement</b>							
Contract Completion							
Skyway	Apr 2007	8	Dec 2007	Dec 2007	-	●	See Page 26
SAS Marine Foundations	Jun 2008	(5)	Jan 2008	Jan 2008	-	●	See Page 16
SAS Superstructure	Mar 2012	29	Aug 2014	Aug 2014	-	●	See Page 17
YBI Detour	Jul 2007	39	Oct 2010	Oct 2010	-	●	See Page 13
YBI Transition Structures (YBITS)	Nov 2013	27	Feb 2016	Feb 2016	-	●	See Page 14
YBITS 1			Dec 2013	Dec 2013	-	●	
YBITS 2			Feb 2016	Feb 2016	-	●	
Oakland Touchdown	Nov 2013	10	Sep 2014	Sep 2014	-	●	See Page 27
OTD 1			Jun 2010	Jun 2010	-	●	
OTD 2			Sep 2014	Sep 2014	-	●	
Submerged Electric Cable			Jan 2008	Jan 2008	-	●	
Existing Bridge Demolition	Sep 2014	18	Dec 2015	June 2017	18	●	
Stormwater Treatment Measures	Mar 2008		Mar 2008	Mar 2008	-	●	
<b>SFOBB East Span Bridge Opening and Other Milestones</b>							
Westbound Seismic Safety Open	Sep 2011	27	Dec 2013	Sep 2013	(3)	●	
Eastbound Seismic Safety Open	Sep 2012	15	Dec 2013	Sep 2013	(3)	●	
Bike/Ped Pathway Open to YBI			Sep 2015	Sep 2015	-	●	
Permanent Eastbound On Ramp Open			Sep 2015	Sep 2015	-	●	
Oakland Detour Eastbound Open			May 2011	May 2011	-	●	
Oakland Detour Westbound Open			Feb 2012	Feb 2012	-	●	
OTD Westbound Access			Aug 2009	Aug 2009	-	●	
YBI Detour Open			Sep 2009	Sep 2009	-	●	See Page 13
<b>Antioch Bridge Seismic Retrofit</b>							
Contract Completion			Jun 2012	Jun 2012	-	●	See Page 38
Seismic Safety Completion			Mar 2012	Mar 2012	-	●	
<b>Dumbarton Bridge Seismic Retrofit</b>							
Contract Completion			Sep 2013	Sep 2013	-	●	See Page 40
Seismic Safety Completion			Sep 2013	Sep 2013	-	●	

● Within approved schedule and budget

● Identified potential project risks that could significantly impact approved schedules and budgets if not mitigated

● Known project impacts with forthcoming changes to approved schedules and budgets

<sup>(1)</sup> Figures may not sum up to totals due to rounding effects.

<sup>(2)</sup> Construction administration of the OTD Detour is under the YBITS#1 contract.

<sup>(3)</sup> Construction administration of the Cantilever segment will be under the YBITS#2 contract.





Parallel Wire Strand (PWS) Cables Hauling System



## **TOLL BRIDGE SEISMIC RETROFIT PROGRAM**



## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge Seismic Retrofit Strategy

When a 250-ton section of the upper deck of the East Span collapsed during the 7.1-magnitude Loma Prieta Earthquake in 1989, it was a wake-up call for the entire Bay Area. While the East Span quickly reopened within a month, a critical question lingered: How could the Bay Bridge - a vital regional lifeline structure - be strengthened to withstand the next major earthquake? Seismic experts from around the world determined that to make each separate element seismically safe on a bridge of this size, the work must be divided into numerous projects. Each project presents unique challenges. Yet there is one common challenge - the need to accommodate the more than 280,000 vehicles that cross the bridge each day.



West Approach Overview

#### West Approach Seismic Replacement Project

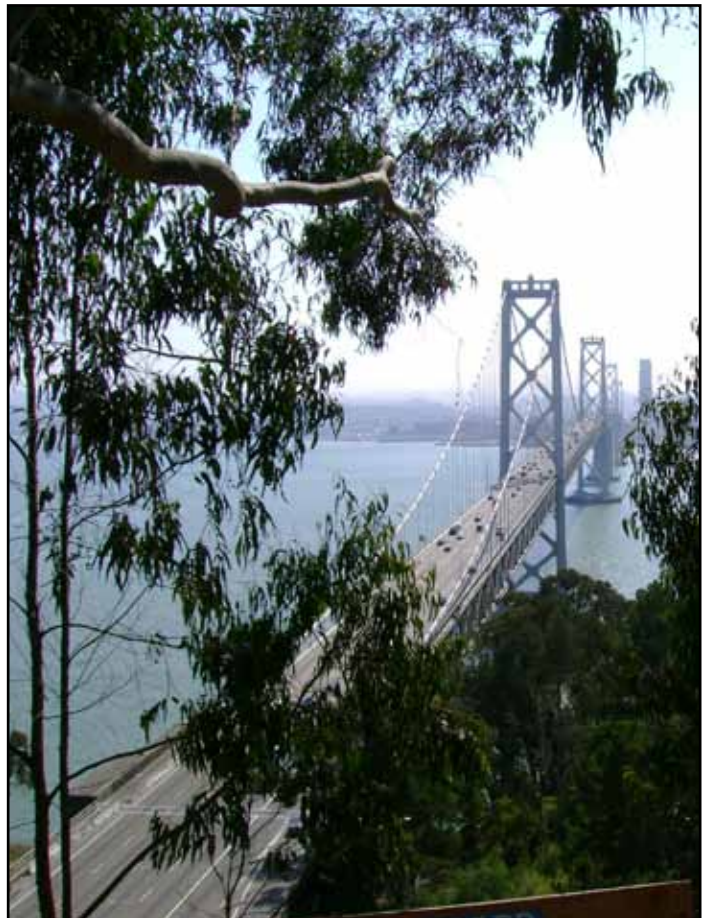
**Project Status: Completed 2009**

Seismic safety retrofit work on the West Approach in San Francisco, bounded on the west by 5th Street and on the east by the anchorage of the west span at Beale Street, involved completely removing and replacing this one-mile stretch of Interstate 80, as well as six on- and off-ramps within the confines of the West Approach's original footprint. This project was completed on April 8, 2009.

#### West Span Seismic Retrofit Project

**Project Status: Completed 2004**

The West Span lies between Yerba Buena Island and San Francisco and is made up of two complete suspension spans connected at a center anchorage. Retrofit work included adding massive amounts of steel and concrete to strengthen the entire West Span, along with new seismic shock absorbers and bracing.



San Francisco-Oakland Bay Bridge West Span



## East Span Seismic Replacement Project

### Project Status: **In Construction**

Rather than a seismic retrofit, the two-mile long East Span is being completely rebuilt. When completed, the new East Span will consist of several different sections, but will appear as a single streamlined span. The eastbound and westbound lanes of the East Span will no longer include upper and lower decks. The lanes will instead be parallel, providing motorists with expansive views of the bay. These views will also be enjoyed by bicyclists and pedestrians, thanks to a new bike path on the south side of the bridge that will extend all the way to Yerba Buena Island. The new span will be aligned north of the existing bridge to allow traffic to continue to flow on the existing bridge as crews build the new span.

The new span will feature the world's longest Self-Anchored Suspension (SAS) bridge that will be connected to an elegant roadway supported by piers (Skyway), which will gradually slope down toward the Oakland shoreline (Oakland Touchdown). A new transition structure on Yerba Buena Island (YBI) will connect the SAS to the YBI Tunnel and will transition the East Span's side-by-side traffic to the upper and lower decks of the tunnel and West Span.

When construction of the new East Span has been completed and vehicles have been safely rerouted to it, the original East Span will be demolished.



Architectural Rendering of the New East Span of the San Francisco-Oakland Bay Bridge





## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge East Span Replacement Project Summary

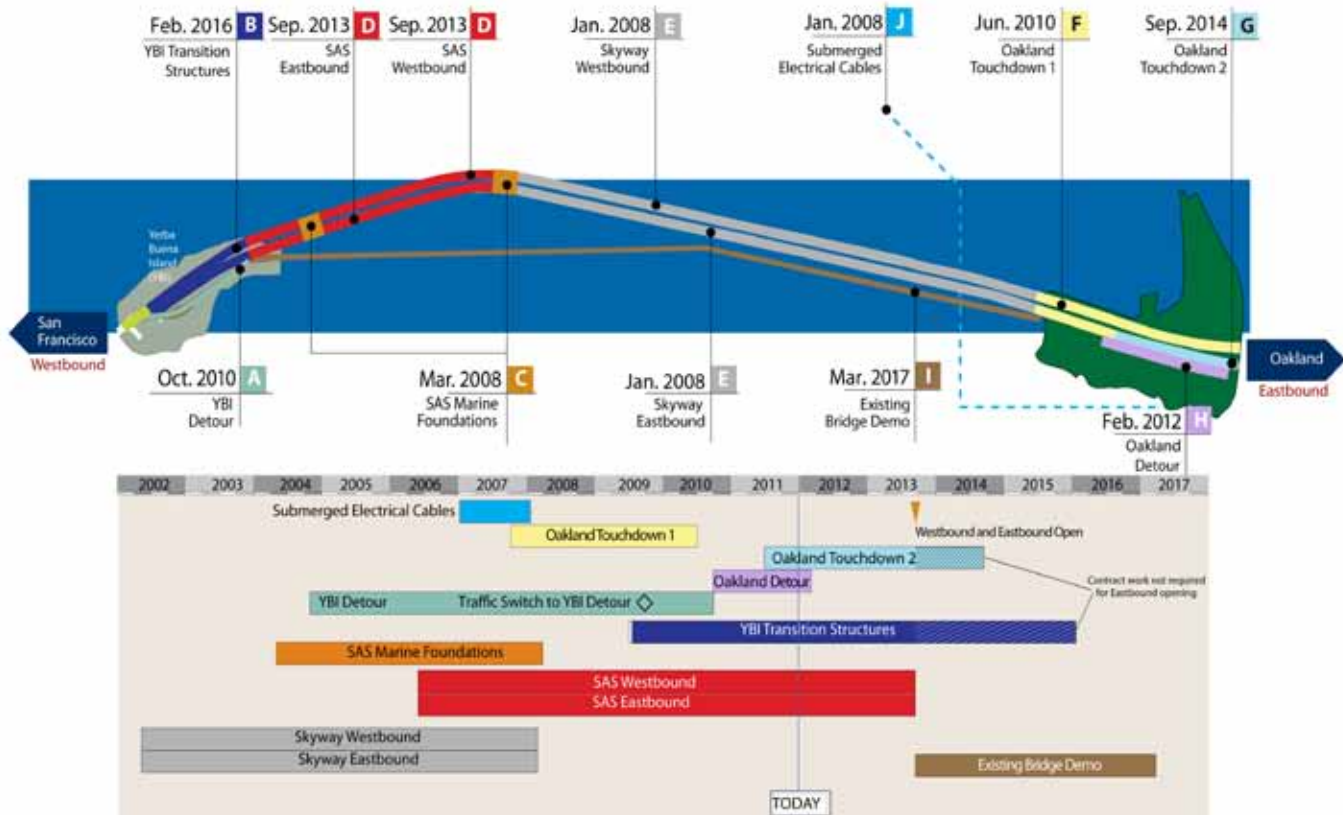
The new East Span bridge can be split into four major components - the Skyway and the Self-Anchored Suspension bridge in the middle and the Yerba Buena Island Transition Structure and Oakland Touchdown approaches at either end. Each component is being constructed by one to three separate contracts that have been sequenced together to reduce schedule risk.

Highlighted below are the major East Span contracts and their schedules. The letter designation before each contract corresponds to contract descriptions in the report.



Overview of the San Francisco-Oakland Bay Bridge East Span Construction Progress

### SFOBB East Span Work Sequence





## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge East Span Replacement Project Yerba Buena Island Detour (YBID)

As with all of the Toll Bridge Seismic Retrofit Program's projects, crews built the Yerba Buena Island Detour Structure (YBID) without disrupting traffic. To accomplish this task, YBID eastbound and westbound traffic was shifted off the existing roadway and onto a temporary detour on Labor Day weekend 2009. Drivers will use this detour, just south of the original roadway, until traffic is moved onto the new East Span.

#### A YBID Contract

Contractor: C.C. Myers, Inc.

Approved Capital Outlay Budget: \$492.8 M

Status: Completed October 2010

This contract was originally awarded in early 2004 to construct the detour structure for the planned 2006 opening of the new East Span. Because of a lack of funding, the SAS Superstructure contract was re-advertised in 2005 and the opening was rescheduled to 2013. To better integrate the contract into the current East Span schedule and to improve seismic safety and mitigate future construction risks, the TBPOC approved a number of changes to the contract, including adding the deck replacement work near the tunnel that was rolled into place over Labor Day weekend 2007 advancing future transition structure foundation work and making design enhancements to the temporary detour structure. These changes increased the budget and forecast for the contract to cover the revised project scope and reduce project risks.



YBID East Tie-In Rolled in on Labor Day 2009 Weekend



West Tie-In Phase #1 Rolled in on Labor Day Weekend 2007

## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge East Span Replacement Project Yerba Buena Island Transition Structures (YBITS)

The new Yerba Buena Island Transition Structures contract (YBITS) will connect the new SAS bridge span to the existing Yerba Buena Island Tunnel, transitioning the new side-by-side roadway decks to the upper and lower decks of the tunnel. The new structures will be cast-in-place reinforced concrete structures that will look very similar to the already constructed Skyway structures. While some YBITS foundations and columns have been advanced by the YBID contract, the remaining work will be completed under three separate YBITS contracts.

#### **B** YBITS #1 Contract

Contractor: MCM Construction, Inc.

Approved Capital Outlay Budget: \$185.5 M

Status: 50% Complete as of January 2012

The YBITS #1 contract will construct the mainline roadway structure from the SAS bridge to the YBI tunnel. On February 4, 2010, Caltrans awarded the YBITS #1 contract to MCM Construction, Inc.

**Status:** Construction is 90% complete on the westbound roadway deck and the remaining 10% will be completed in March 2012. The eastbound falsework installation began in late December 2011 and continues. Eastbound Soffit and formwork installation started in January 2012 and continues.

#### YBITS #2 Contract

Contractor: TBD

Approved Capital Outlay Budget: \$59.0 M

Status: In Design

The YBITS #2 contract will demolish the detour viaduct after all traffic is shifted to the new bridge and will construct a new eastbound on-ramp to the bridge in its place. The new ramp will also provide the final link for bicycle/pedestrian access off the SAS bridge onto Yerba Buena Island. To expedite opening of a new eastbound on-ramp and the pedestrian/bicycle pathway from Yerba Buena Island, the TBPOC has decided to split the bridge dismantling project into at least two contracts. The dismantling of the superstructure of the main cantilever section of the existing bridge will be incorporated into the YBITS #2 contract, while the remaining portions of the existing bridge will be removed by separate contract or contracts yet to be determined. **The YBITS #2 contract, including the cantilever truss demolition, will be advertised in March 2012.**

#### YBITS Landscaping Contract

Contractor: TBD

Approved Capital Outlay Budget \$3.3 M

Status: In Design

Upon completion of the YBITS work, a follow-on landscaping contract will be executed to replant and landscape the area.







YBITS #1 Westbound Roadway Deck Construction in Progress



YBITS #1 Westbound Tensioning of the Roadway Deck





## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge East Span Replacement Project Self-Anchored Suspension (SAS) Bridge

If one single element bestows world class status on the new Bay Bridge East Span, it is the Self-Anchored Suspension (SAS) bridge. This engineering marvel will be the world's largest SAS span at 2,047 feet in length, as well as the first bridge of its kind built with a single tower.

The SAS was separated into three separate contracts - construction of the land-based foundations and columns at pier W2; construction of the marine-based foundations and columns at piers T1 and E2; and construction of the SAS steel superstructure, including the tower, roadway, and cabling. Construction of the foundations at pier W2 and at piers T1 and E2 was completed in 2004 and 2007, respectively.



Aerial View of the Self-Anchored Suspension Bridge with Shear-Leg Crane Barge Hoisting Final Roadway Box into Place

### SAS Land Foundation Contract

Contractor: West Bay Builders, Inc.  
Approved Capital Outlay Budget: \$26.4 M  
Status: Completed October 2004

The twin W2 columns on Yerba Buena Island provide essential support for the western end of the SAS bridge, where the single main cable for the suspension span will extend down from the tower and wrap around and under the western end of the roadway deck. Each of these huge columns required massive amounts of concrete and steel and are anchored 80 feet into the island's solid bedrock.

### C SAS Marine Foundations Contract

Contractor: Kiewit/FCI/Manson, Joint Venture  
Approved Capital Outlay Budget: \$280.9 M  
Status: Completed January 2008

Construction of the piers at E2 and T1 (see rendering on facing page) required significant on-water resources to drive the foundation support piles down, not only to bedrock, but also through the bay water and mud.

The T1 foundation piles extend 196 feet below the waterline and are anchored into bedrock with heavily reinforced concrete rock sockets that are drilled into the rock. Driven nearly 340 feet deep, the steel and concrete E2 foundation piles were driven 100 feet deeper than the deepest timber piles of the existing east span in order to get through the bay mud and reach solid bedrock.



## D SAS Superstructure Contract

Contractor: American Bridge/Fluor Enterprises, Joint Venture

Approved Capital Outlay Budget: \$2.05 B

Status: **81% Complete as of January 2012**

The SAS bridge is not just another suspension bridge. Rising 525 feet above mean sea level and embedded in bedrock, the single-tower SAS span is designed to withstand a massive earthquake. Traditional main cable suspension bridges have twin cables with smaller suspender cables connected to them. While there will appear to be two main cables on the SAS, it is actually a single continuous cable. This single cable will be anchored within the eastern end of the roadway, carried over the tower and then wrapped around the two side-by-side decks at the western end.

The single-steel tower is made up of four separate legs connected by shear link beams which function much like a fuse in an electrical circuit. These beams will absorb most of the impact from an earthquake, preventing damage to the tower legs.

The next several pages highlight the construction sequence of the SAS and are followed by detailed updates on specific construction activities.



Architectural Rendering of New Self-Anchored Suspension Span and Skyway

## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### *Self-Anchored Suspension (SAS) Construction Sequence*

#### STEP 1 - CONSTRUCT TEMPORARY SUPPORT STRUCTURES

All temporary support foundations and structures completed in September 2010 between the Skyway and Yerba Buena Island to support the westbound and eastbound roadway box erections.



#### STEP 2 - INSTALL ROADWAYS

All of the 28 steel roadway boxes have been erected as of the end of October 2011.

**Status:** Roadway deck interior field painting is ongoing. Final bolting of service platforms, crossbeams and roadway decks continues. Roadway boxes 12, 13 and 14 eastbound and westbound seam welding along with mechanical, electrical and piping installation continues.



#### STEP 3 - INSTALL TOWER

All tower legs, tower grillage and tower saddle were erected using the self-rising crane as of mid-May 2011. The tower head will be installed after cable erection has been completed in 2012.

**Status:** Mechanical, electrical and piping installation is ongoing in the tower.





#### STEP 4 - MAIN CABLE AND SUSPENDER INSTALLATION

The main cable haul started in late December 2011 from the east end of the westbound roadway deck moving over the tower saddle, wrapping around pier W2 west deviation saddles and returning to the tower saddle to the east end of eastbound roadway deck where it will then be anchored. Suspenders cables will be added after all 137 cable bundles have been hauled and compacted to lift the roadway deck off the temporary support structure.



Step 4

**Status:** The parallel wire strand (PWS) cable haul is scheduled for completion in mid-2012.

#### STEP 5 - WESTBOUND AND EASTBOUND SEISMIC SAFETY OPENING

The new bridge will now open simultaneously in both the westbound and eastbound directions in September 2013.



Step 5

**Status:** The Yerba Buena Island Transition Structure (YBITS) #1 is currently in progress. Oakland Touchdown (OTD) #2 will begin construction in May 2012. The Self-Anchored Suspension (SAS) segment is in progress and construction is scheduled to be complete and ready for seismic safety opening in both directions by September 2013.



Aerial View of the Self-Anchored Suspension Bridge with Shear-Leg Barge Crane Hoisting the Final Roadway Box to Complete the Self-Anchored Suspension Bridge Deck

## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### ***Self-Anchored Suspension (SAS) Superstructure Fabrication Activities***

#### ***Roadway and Tower Segments***

Like giant three-dimensional jigsaw puzzles, the roadway and tower lifts of the SAS bridge are hollow steel shells that are internally strengthened and stiffened by a highly engineered network of welded steel ribs and diaphragms. The use of steel in this manner allows for a strong and yet relatively light and flexible structure to withstand the massive loads placed on the bridge during seismic events.

All components undergo a rigorous quality review by ZPMC, ABF, and Caltrans to ensure that only bridge components that have been built according to contract specifications will be shipped.

**Roadway Box Fabrication Status:** Roadway boxes 1 through 14 east and west have all been fabricated by ZPMC and erected by the contractor, ABF.

**Tower Fabrication Status:** All tower components have been fabricated by ZPMC and were erected by the contractor, ABF.

#### ***Cables and Suspenders***

One continuous main cable will be used to support the roadway deck of the SAS bridge. The main cable will be anchored within the westbound and eastbound roadway boxes at the east end of the SAS near pier E2, then extend west over the northeast saddle towards the tower saddle at T1. It will then loop around pier W2 westbound deviation saddle, extend through the jacking beam saddle and extend around the eastbound deviation saddle at W2 over the tower saddle at T1 again to the south east saddle and finally anchor within the eastbound roadway box near pier E2. The main cable is made up of 137 bundles of wire strands and a number of smaller suspender cables will connect the roadway decks to the main cable.

**Status:** All main cable strands, cable bands and the suspender cables have been fabricated and shipped to the job site.



Off Loading the Final Four Roadway Boxes at Pier 7 in Oakland

#### ***Saddles, Bearings, Hinges, and Other Bridge Components***

The mounts on which the main cable and suspender ropes will sit are solid steel castings. Castings for the main cable saddles were made by Japan Steel Works, while the cable bands and brackets are being made by Goodwin Steel in the United Kingdom.

The bridge bearings and hinges that support, connect, and transfer loads from the Self-Anchored Suspension (SAS) Span to the adjoining sections of the new east span are being fabricated in a number of locations. Work on the bearings is being performed in Pennsylvania, USA and Hochang, South Korea, while hinge pipe beams are being fabricated in Oregon, USA.

**Status:** The Hinge K pipe beams have been fabricated and installed. Hinge A seismic expansion joints are in fabrication and are currently scheduled for completion in February 2012. The SAS traveler rails and the Skyway bike path railings and crushable zone arrived in early December 2011. The anchor rods have been installed in roadway boxes 13 east and west. Mechanical, electrical and piping installation is ongoing on the SAS Deck and the tower.







PWS Cables Ready for Hauling



## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### *Self-Anchored Suspension (SAS) Superstructure Cable Installation Activities*

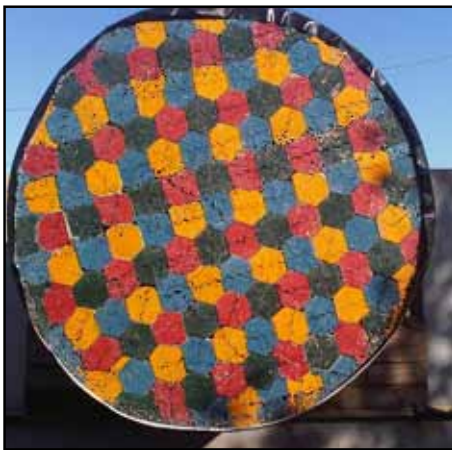
With installation of all structural elements of the tower and roadway nearing completion, focus is now turning to the placement of the bridge's more than 2.5 - foot in diameter and nearly mile long main cable. The single cable is made up of 137 separate bundled strands which contain 127 individual pencil thin wires. Each of the 137 bundled strands will be individually hauled by a tramway system from the northeastern end of the bridge, up and over the tower, and around the west end of the bridge before returning over the tower and to the southeastern end of the bridge (see figure on page 24).

**Status:** The cable hauling started on December 21, 2011 and is scheduled for completion by mid 2012.

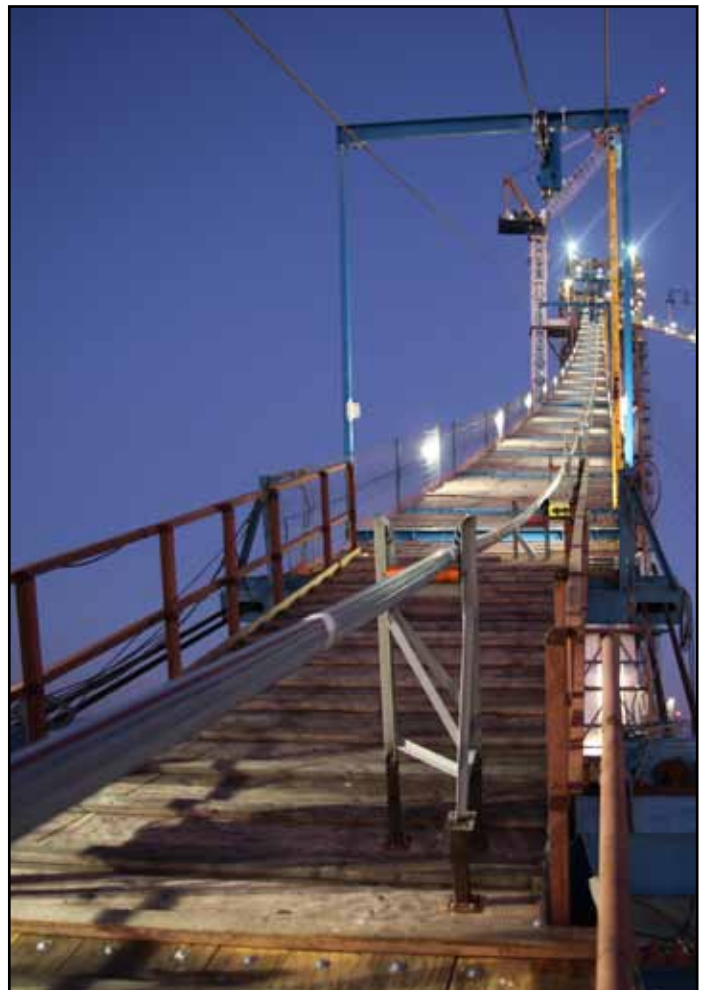
Because the bridge is asymmetric with a longer span to the east than to the west, the tower has been pulled back 20 inches to the west so that the tower will return to a plumb position when the weight of the heavier east side of the bridge is transferred to the main cable.



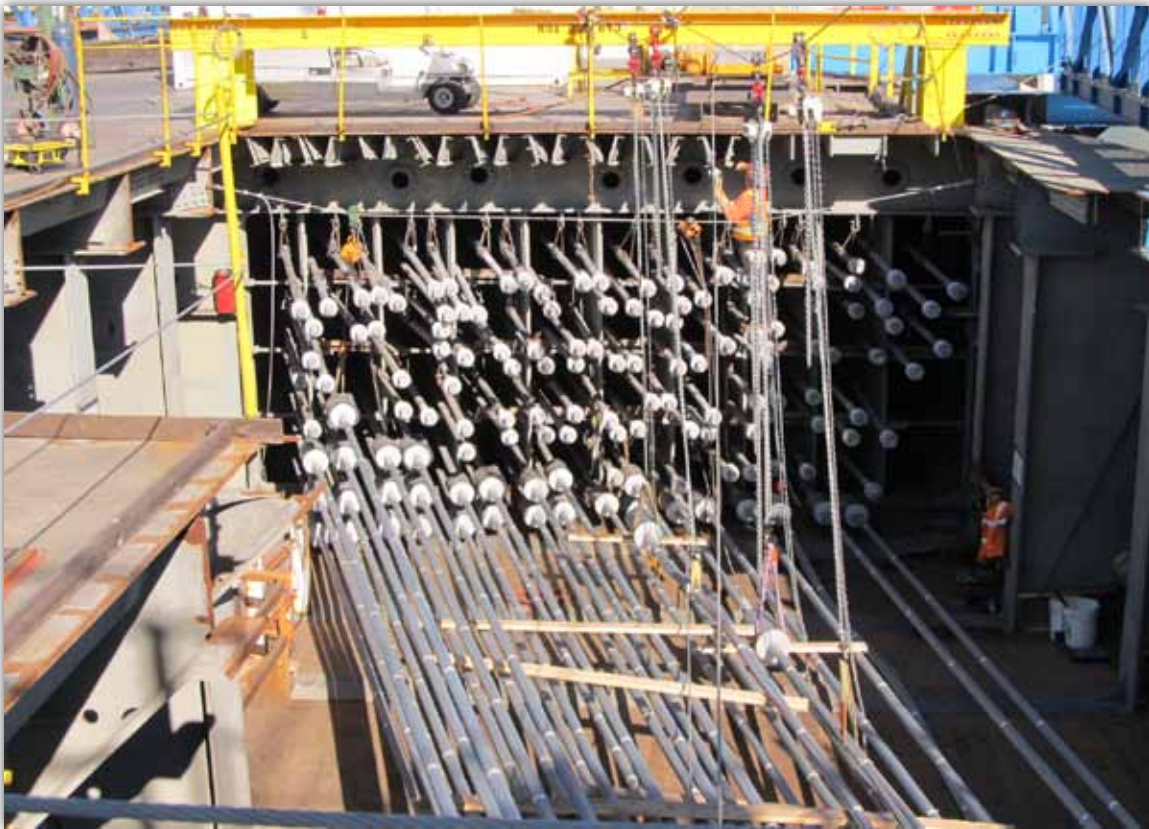
Parallel Wire Strand Being Connected to Anchor Rods



Sample of 137 PWS Cable Compaction Testing Performed at Pier 7 in Oakland



The First Parallel Wire Strand (PWS) Installed via Cable Hauling System Installed on the Catwalks



Parallel Wire Strand Anchor Rods at Eastbound Deck Anchorage Area

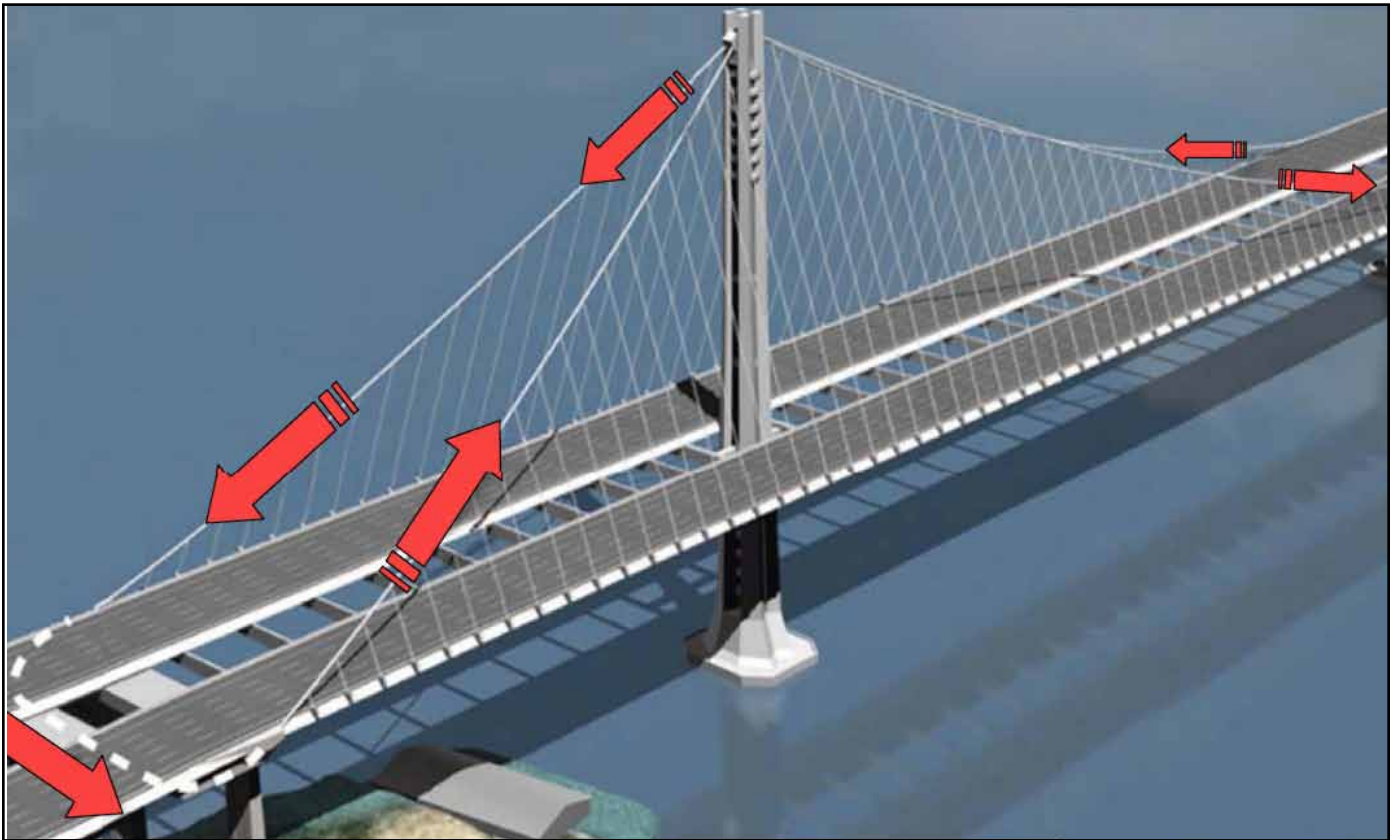


Saddle Cable Strands Being Placed in Position at Southeast Deviation

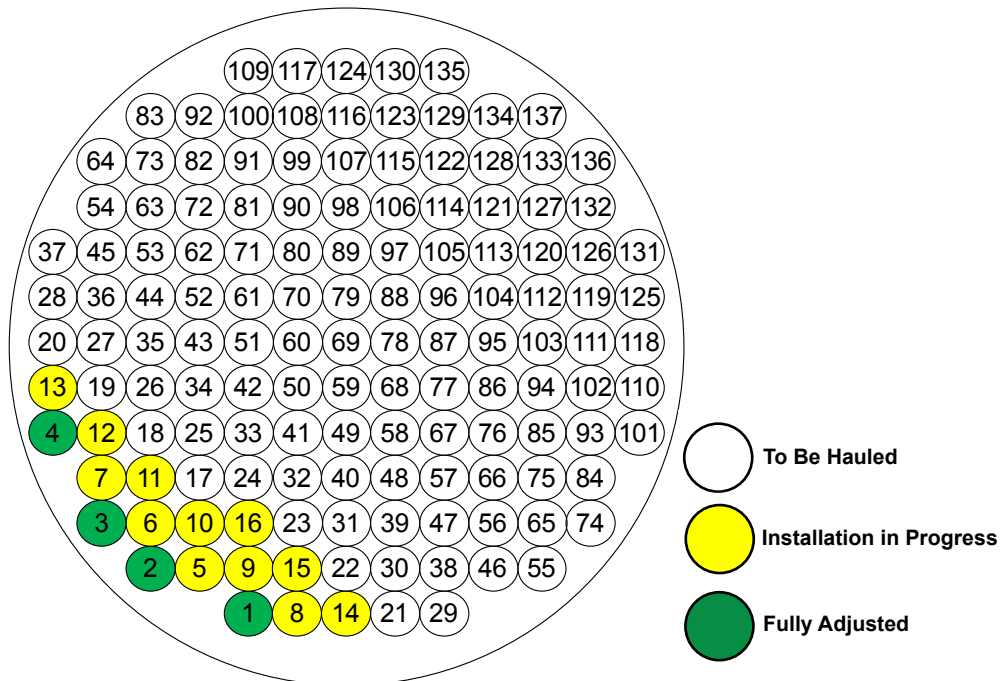


## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### *Self-Anchored Suspension (SAS) Superstructure Cable Installation Activities*



Cross Section of Main Cable (PWS) Installation Status at East Saddle South (Looking East)



Self-Anchored Suspension Bridge Main Cable Cross Section Diagram  
Showing the planned placement of the 137 Parallel Wire Strand Bundles





## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### *Self-Anchored Suspension (SAS) Superstructure Cable Installation Activities*

#### **Cable Hauling System**

The 137 strands will be hauled up and around the self-anchored suspension span by a custom tramway system similar to a ski lift and technically known as a Primary Hauling System. Each strand will be brought to the bridge on spools (1) that are unwound and attached to a tram lift hauling arm (2) to be hauled around the bridge. The strand is hauled by the hauling arm starting at the northeast corner of the bridge up (3) and down the tower and around the west end of the bridge before returning over the tower to the southeast end corner of the bridge (4).



(1) Strand Spool Feeding Strand to Cable Trolley Frame



(2) Connecting the Cable Strand Trolley Frame to the Strand Lead Socket to the Hauling Arm



(3) Hauling Arm Pulling the PWS Cable Strand to the Tower Saddle and around the SAS Bridge Deck to the Anchorage Area



(4) Strand Haul Complete at Eastbound Anchorage Area and Connected to the Anchor Rods

## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge East Span Replacement Project Skyway

The Skyway, which comprises much of the new East Span, will drastically change the appearance of the Bay Bridge. Replacing the gray steel that currently cages drivers, a graceful, elevated roadway supported by piers will provide sweeping views of the bay.

#### **E** Skyway Contract

Contractor: Kiewit/FCI/Manson, Joint Venture

Approved Capital Outlay Budget: \$1.25 B

Status: Completed March 2008

Extending for more than a mile across Oakland mudflats, the Skyway is the longest section of the East Span. It sits between the new Self-Anchored Suspension (SAS) span and the Oakland Touchdown. In addition to incorporating the latest seismic-safety technology, the side-by-side roadway decks of the Skyway feature shoulders and lane widths built to modern standards.

The Skyway's decks are composed of 452 pre-cast concrete segments (standing three stories high), containing approximately 200 million pounds of structural steel, 120 million pounds of reinforcing steel, 200 thousand linear feet of piling and about 450 thousand cubic yards of concrete. These are the largest segments of their kind ever cast and were lifted into place by custom-made winches.

The Skyway marine foundation consists of 160 hollow steel pipe piles measuring eight feet in diameter and dispersed among 14 sets of piers. The 365-ton piles were driven more than 300 feet into the deep bay mud. The new East Span piles were battered or driven in at an angle, rather than vertically, to obtain maximum strength and resistance.

Designed specifically to move during a major earthquake, the Skyway features several state-of-the-art seismic safety innovations, including 60-foot-long hinge pipe beams. These beams will allow deck segments on the Skyway to move, enabling the deck to withstand greater motion and to absorb more earthquake energy.



Skyway on the left and Existing Bridge on the Right Looking East toward Oakland



## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge East Span Replacement Project Oakland Touchdown

When completed, the Oakland Touchdown (OTD) structures will connect Interstate 80 in Oakland to the new side-by-side decks of the new East Span. For westbound drivers, the OTD will be their introduction to the graceful new East Span. For eastbound drivers from San Francisco, this section of the bridge will carry them from the Skyway to the East Bay, offering unobstructed views of the Oakland hills.

The OTD approach structures to the Skyway will be constructed in three phases. The first phase, constructed under the OTD #1 contract, built the new westbound approach structure. Due to physical constraints with the existing bridge, OTD #1 was only able to construct a portion of the eastbound approach. To facilitate opening the bridge in both directions at the same time, the current phase of work, performed by the Oakland Detour contractor, is widening the upper deck of the Oakland end of the existing bridge to allow for a traffic shift to the north that removes the physical constraint to completing the eastbound structure. The third phase, to be constructed by a future OTD #2 contract, will complete the eastbound lanes and provide the traffic switch to the new structure in both directions. This will allow the bridge to open simultaneously in both directions.

#### **F** Oakland Touchdown #1 Contract

Contractor: MCM Construction, Inc.

Approved Capital Outlay Budget: \$212.0 M

Status: Completed June 2010

The OTD #1 contract constructed the entire 1,000-foot-long westbound approach from the toll plaza to the Skyway. When open to traffic, the westbound approach structure will provide direct access to the westbound Skyway. In the eastbound direction, the contract constructed a portion of the eastbound structure and all of the eastbound foundations that are not in conflict with the existing bridge.

**Status:** MCM Construction, Inc. completed OTD #1 westbound and eastbound phase 1 on June 8, 2010.

#### **G** Oakland Touchdown #2 Contract

Contractor: TBD

Approved Capital Outlay Budget: \$62.0 M

Status: In Design

The OTD #2 contract will complete the eastbound approach structure from the end of the Skyway to Oakland. This work is critical to the eastbound opening of the new bridge by September 2013.

**Status:** The TBPOC has approved an acceleration plan that will construct a detour at the Oakland end of the bridge to allow for expedited construction of the OTD #2 contract. OTD #2 was advertised in November and will be awarded in February 2012. Construction will begin in May 2012.



Aerial View of the Eastbound Oakland Detour with the EBMUD Outfall Crossing Structure on the right, the Relocated Clear Channel Sign and the Westbound Oakland Detour under Construction



## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge East Span Replacement Project Oakland Detour

#### **H** Oakland Detour

Contractor: MCM Construction, Inc.

Approved Capital Outlay Budget: \$51.0 M

Status: 95% Complete as of January 2012

To ensure a simultaneous eastbound and westbound opening of the bridge by September 2013, the TBPOC has approved an acceleration plan that will construct a detour at the Oakland end of the bridge to allow for expedited construction of the OTD #2 contract. The detour realigns the existing bridge approach to the south to allow for construction of the remaining portion of OTD that was in conflict with the existing bridge.

**Status:** The westbound detour construction closure is scheduled for February 17 through 21 in 2012 and is forecast to be completed in February 2012, pending weather or construction delays.



Oakland Detour Westbound Expansion Structure



Oakland Westbound Detour (Looking East) AC Asphalt Installed



Preparation for Demolition of the Existing Westbound Partial Structure

## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge East Span Replacement Project Existing East Span Bridge Demolition

#### Existing East Span Demolition

Contractor: TBD

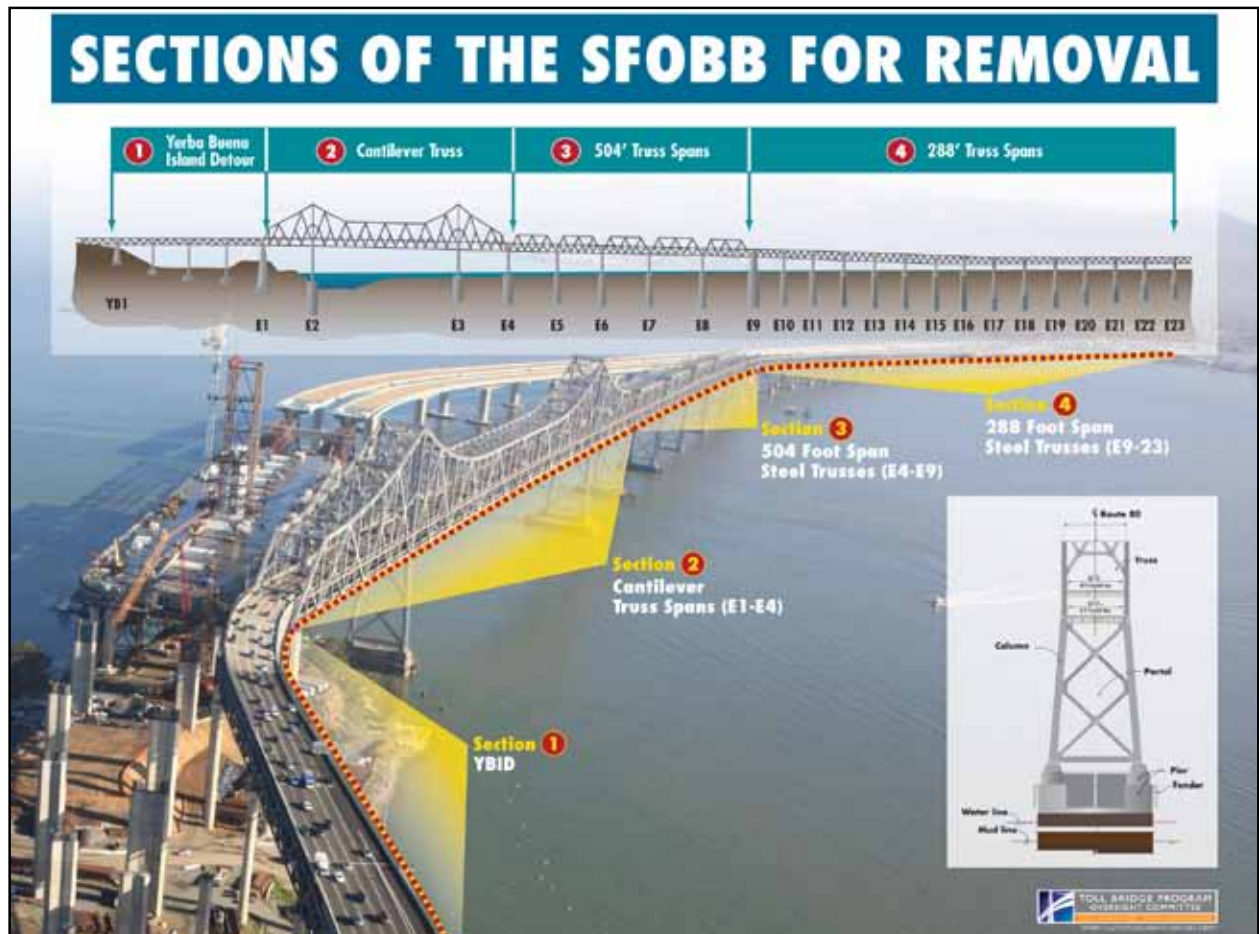
Approved Capital Outlay Budget: \$239.1 M

Status: In Design

Design work on the demolition of the existing bridge has started. The current plan is to complete the environmental clearance by the end of January 2012, obtain all permits by the end of February 2012, advertise the YBITS #2 contract in March 2012 and award in August 2012. To expedite opening of a new eastbound on-ramp and the pedestrian/bicycle pathway from Yerba Buena Island, the TBPOC has decided to split the bridge dismantling project into at least two contracts. The dismantling of the superstructure of the main cantilever section of the existing east span of the bridge will be incorporated into the YBITS #2 contract, while the remaining portions will be removed by separate contract or contracts yet to be determined for the superstructure and marine foundations.



Dismantling Scope Included in the Future YBITS#2 Contract - YBI Detour at left, E-1 column in center, Cantilever Bridge Deck at right



## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### San Francisco-Oakland Bay Bridge East Span Replacement Project Other Contracts

A number of contracts needed to relocate utilities, clear areas of archeological artifacts, and prepare areas for future work have already been completed. The last major contract will be the eventual demolition and removal of the existing bridge, which by that time will have served the Bay Area for nearly 80 years. Following is a status of some the other East Span contracts.

#### **J** Electrical Cable Relocation

Contractor: Manson Construction

Approved Capital Outlay Budget: \$9.6 M

Status: Completed January 2008

A submerged cable from Oakland that is close to where the new bridge will touch down supplies electrical power to Treasure Island. To avoid any possible damage to the cable during construction, two new replacement cables were run from Oakland to Treasure Island. The extra cable was funded by the Treasure Island Development Authority.



Archeological Investigations

#### Yerba Buena Island Substation

Contractor: West Bay Builders

Approved Capital Outlay Budget: \$11.6 M

Status: Completed May 2005

This contract relocated an electrical substation just east of the Yerba Buena Island Tunnel in preparation for the new East Span.



New YBI Electrical Substation





## Stormwater Treatment Measures

Contractor: Diablo Construction, Inc.  
 Approved Capital Outlay Budget: \$18.3 M  
 Status: Completed December 2008

The Stormwater Treatment Measures contract implemented a number of best practices for the management and treatment of stormwater runoff. Focused on the areas around and approaching the toll plaza, the contract added new drainage and built new bio-retention swales and other related constructs.



Stormwater Retention Basin

## East Span Interim Seismic Retrofit

Contractors: 1) California Engineering  
 2) Balfour Beatty  
 Approved Capital Outlay Budget: \$30.8 M  
 Status: Completed October 2000

After the 1989 Loma Prieta Earthquake, and before the final retrofit strategy was determined for the East Span, Caltrans completed an interim retrofit of the existing bridge to prevent a catastrophic collapse of the bridge should a similar earthquake occur before the East Span was completely replaced. The interim retrofit was performed under two separate contracts that lengthened pier seats, added some structural members, and strengthened areas of the bridge so they would be more resilient during an earthquake.



Existing East Span of the San Francisco-Oakland Bay Bridge

## Pile Installation Demonstration

Contractor: Manson and Dutra, Joint Venture  
 Approved Capital Outlay Budget: \$9.3 M  
 Status: Completed December 2000

While large-diameter battered piles are common in offshore drilling, the new East Span is one of the first bridges to use them in its foundations. To minimize project risks and build industry knowledge, a pile installation demonstration project was initiated to prove the efficacy of the proposed technology and methodology. The demonstration was highly successful and helped result in zero contract change orders or claims for pile driving on the project.



Battered Pile Installation Demonstration

## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### Antioch Bridge Seismic Retrofit Project

Contractor: California Engineering Contractors, Inc.

Approved Capital Outlay Budget: \$70.0 M

Status: 94% Complete as of January 2012

Serving the Delta region of the Bay Area, the Antioch Bridge takes State Route 160 traffic over the San Joaquin River, linking eastern Contra Costa County with Sacramento County. The current 1.8-mile-long steel plate girder bridge was opened in 1978 with one lane in each direction. The major retrofit measure for the bridge includes installing seismic isolation bearings at each of the 41 piers, strengthening piers 12 through 31 with steel cross-bracing between column bents, and installing steel casings at all columns located at the Sherman Island approach slab bridge.

**Status:** Work is progressing well and seismic safety is forecast to be completed ahead of schedule in June of 2012.

Seismic isolation bearings will allow the superstructure of the bridge to move independently from the pier and column substructure during an earthquake. All seismic isolation bearings have been fabricated, tested, and made ready for delivery. Seventy-four bearings (90% complete) have been installed at 41 piers.

At piers 12 through 31, center steel cross-bracing is being added between the pier columns to strengthen the pier. The work requires off-site fabrication of the steel cross-bracing and on-site preparation of the existing columns to ensure proper bond with the new bracing. Installation of cross-bracing has been completed at all 20 piers.

Columns supporting the approach slab bridge located on Sherman Island are being strengthened with steel column casing jackets. There are a total of 116 columns to be retrofitted with steel casing jackets. All column casing jackets have been installed, welded and grouted. The remaining operation is painting, which is scheduled to be completed within the next reporting period. The approach slab bridge expansion joints are being retrofitted with seat extenders. All of the 12 seat extenders have been installed.

In addition to the retrofit work, seismic monitoring equipment is being installed to provide ground and structure motion information during future seismic events. The monitoring equipment is being installed at 250, 160, 80, 50, 20 and 4 feet below the ground surface.



Pier Seismic Retrofits on Sherman Island Completed



New Hinge Frame installed at In-Span Expansion Joint and Hinge



CH Biologist Observing Peregrine Falcon Nest



Cross Bracing Installed



## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### Dumbarton Bridge Seismic Retrofit Project

Contractor: Shimmick Construction Company, Inc.

Approved Capital Outlay Budget: \$92.7 M

Status: 57% Complete as of January 2012

The current Dumbarton Bridge was opened to traffic in 1982 linking the cities of Newark in Alameda County and East Palo Alto in San Mateo County. The 1.6-mile long bridge has six lanes (three in each direction) and an eight-foot bicycle/pedestrian pathway. The bridge is a combination of three bridge types; reinforced concrete slab approaches supported on multiple pile extension columns, precast-prestressed concrete delta girders and steel box girders supported on reinforced concrete piers. The current retrofit strategy for the bridge includes superstructure and deck modifications and installation of isolation bearings.

**Status:** The main bridge structure between piers 16-31 will be raised approximately 5 inches in order for isolation bearings to be installed to separate the superstructure from the substructure during seismic events. In preparation, the bridge piers are being widened with reinforced concrete to accommodate the new bearings. Work continues with reinforcing steel and concrete placement at these main bridge piers.

Along the reinforced concrete slab approaches, the bent caps are being extended and tied to new 48-inch diameter steel piles that have been installed to strengthen the bridge. Bent cap extensions along the east and west trestle approach are now complete.

The concrete coring operation to widen the pier caps is complete at all of the 14 locations. Concrete has been placed at 14 of 16 piers. The installation of jacking frames is complete at piers 17 through 21. Welding is ongoing at piers 22, 28, 29 and 30.

Work at the pumping plant is substantially complete. Fender rehabilitation work is ongoing at piers 23 and 24. Pier footing overlay concrete has been placed at piers 17 through 22 and pier 25 through 30.



Ravenswood Staging for Footing Overlay Work



Pier 31 Platform 2



Piers 26 to 31



Pier 28 Jacking Frame

## TOLL BRIDGE SEISMIC RETROFIT PROGRAM

### Other Completed Projects

In the 1990s, the State Legislature identified seven of the nine state-owned toll bridges for seismic retrofit. In addition to the San Francisco-Oakland Bay Bridge, these included the Benicia-Martinez, Carquinez, Richmond-San Rafael and San Mateo-Hayward bridges in the Bay Area, and the Vincent Thomas and Coronado bridges in Southern California. Other than the East Span of the Bay Bridge, the retrofits of all of the bridges have been completed as planned.

#### San Mateo-Hayward Bridge Seismic Retrofit Project

**Project Status: Completed 2000**

The San Mateo-Hayward Bridge seismic retrofit project focused on strengthening the high-rise portion of the span. The foundations of the bridge were significantly upgraded with additional piles.



High-Rise Section of San Mateo-Hayward Bridge

#### 1958 Carquinez Bridge Seismic Retrofit Project

**Project Status: Completed 2002**

The eastbound 1958 Carquinez Bridge was retrofitted in 2002 with additional reinforcement of the cantilever thru-truss structure.

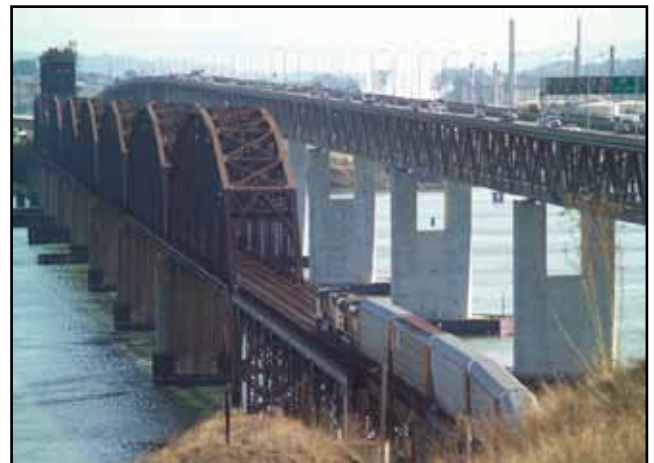


1958 Carquinez Bridge (foreground) with the 1927 Span (middle) under Demolition and the New Alfred Zampa Memorial Bridge (background)

#### 1962 Benicia-Martinez Bridge Seismic Retrofit Project

**Project Status: Completed 2003**

The southbound 1962 Benicia-Martinez Bridge was retrofitted to "Lifeline" status with the strengthening of the foundations and columns and the addition of seismic bearings that allow the bridge to move during a major seismic event. The Lifeline status means the bridge is designed to sustain minor to moderate damage after a seismic event and to reopen quickly to emergency response traffic.



1962 Benicia-Martinez Bridge (right)



## Richmond-San Rafael Bridge Seismic Retrofit Project

**Project Status: Completed 2005**

The Richmond-San Rafael Bridge was retrofitted to a “No Collapse” classification to avoid catastrophic failure during a major seismic event. The foundations, columns, and truss of the bridge were strengthened, and the entire low-rise approach viaduct from Marin County was replaced.



Richmond-San Rafael Bridge

## Los Angeles-Vincent Thomas Bridge Seismic Retrofit Project

**Project Status: Completed 2000**

The Vincent Thomas Bridge is a 1,500-foot long suspension bridge crossing the Los Angeles Harbor in Los Angeles that links San Pedro with Terminal Island. The bridge was one of two state-owned toll bridges in Southern California (the other being the San Diego-Coronado Bridge). Opened in 1963, the bridge was seismically retrofitted as part of the TBSRP in 2000.



Los Angeles-Vincent Thomas Bridge

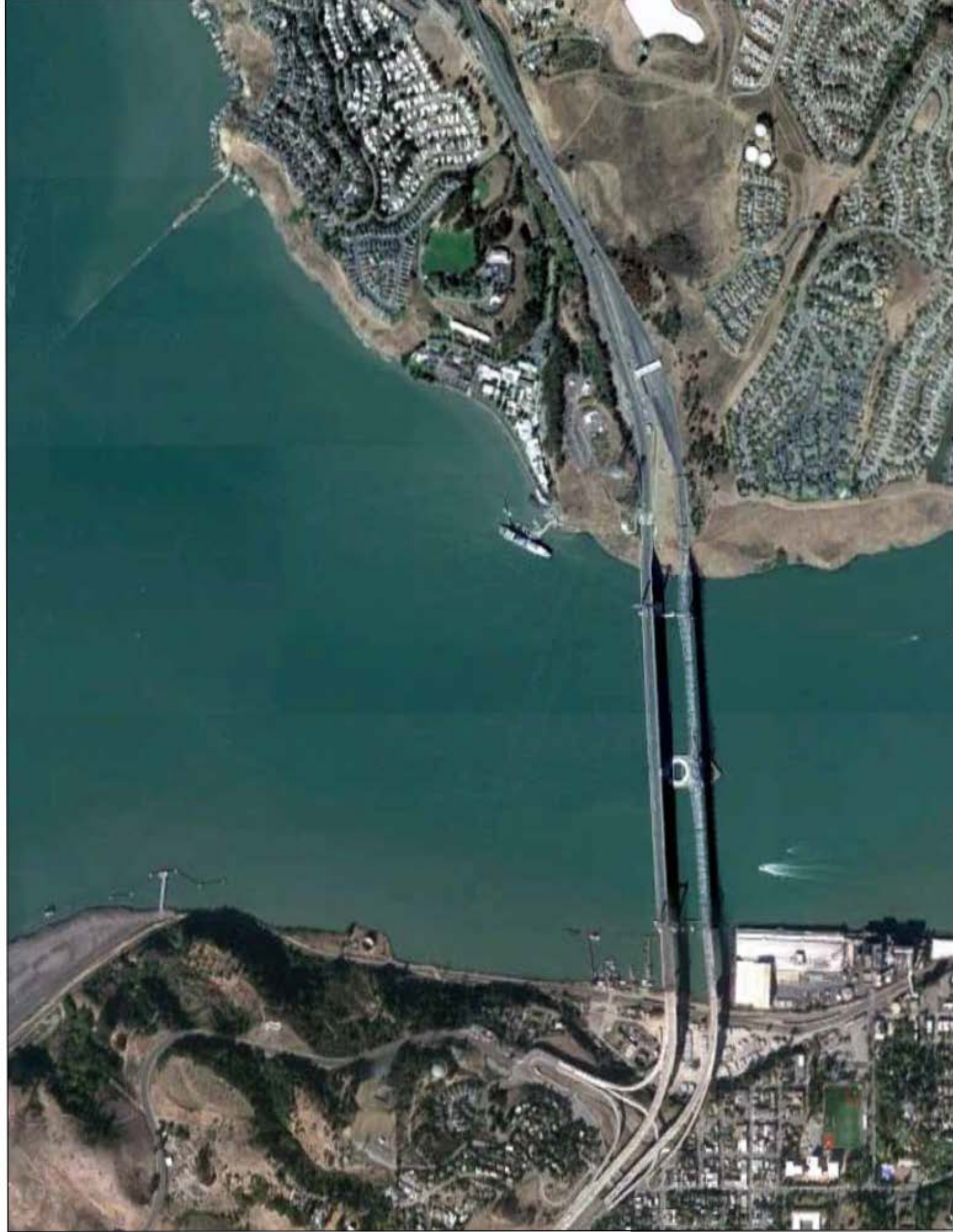
## San Diego-Coronado Bridge Seismic Retrofit Project

**Project Status: Completed 2002**

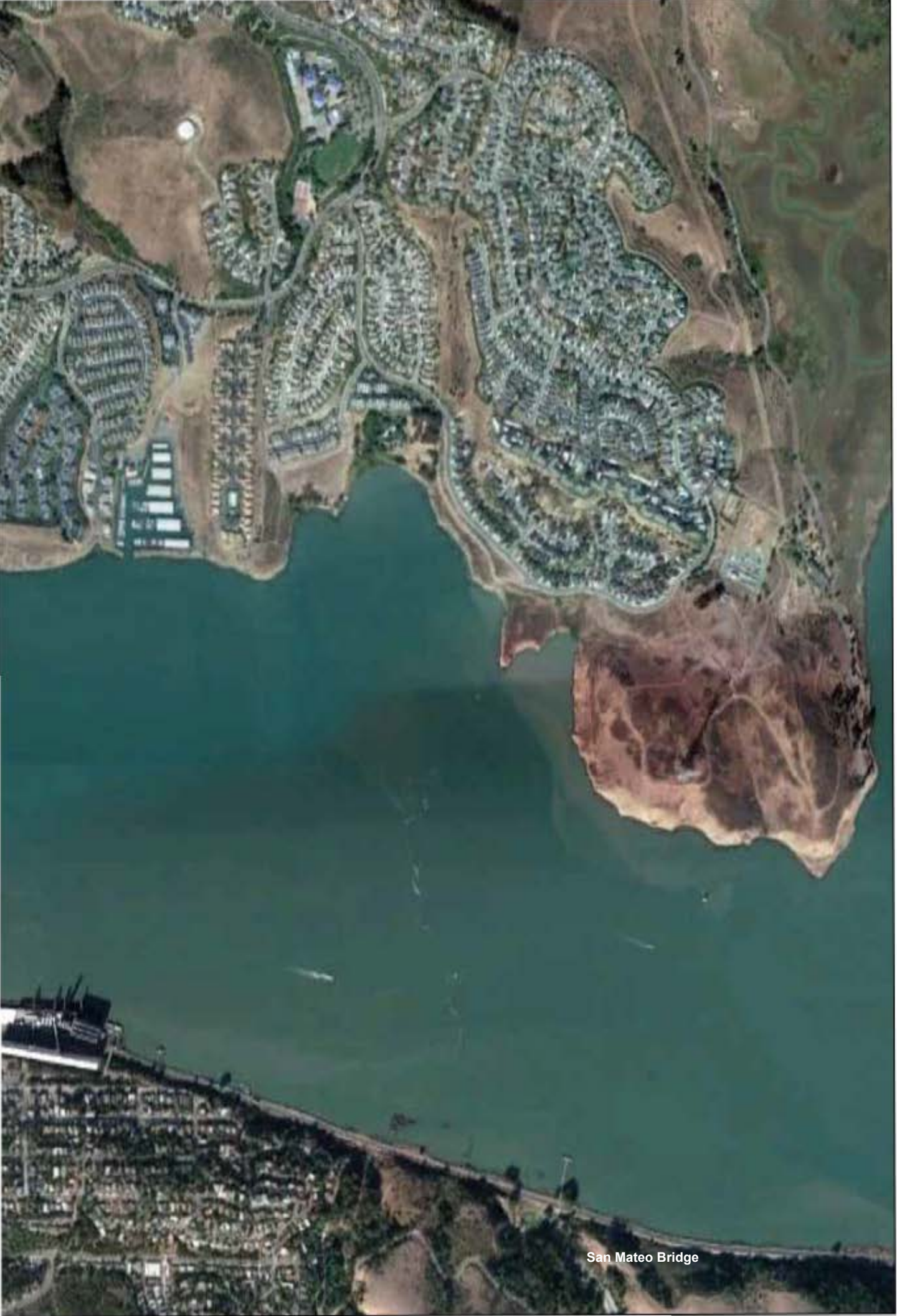
The San Diego-Coronado Bridge crosses over San Diego Bay and links the cities of San Diego and Coronado. Opened in 1969, the 2.1-mile long bridge was seismically retrofitted as part of the TBSRP in 2002.



San Diego-Coronado Bridge







San Mateo Bridge

## REGIONAL MEASURE 1 TOLL BRIDGE PROGRAM



## REGIONAL MEASURE 1 PROGRAM

### Completed Projects

In November 1988, Bay Area voters approved Regional Measure 1 (RM 1), which authorized a standard auto toll of \$1 for all seven state-owned Bay Area toll bridges. The additional revenues generated by the toll increase were identified for use for certain highway and bridge improvements, public transit rail extensions, and other projects that reduce congestion in the bridge corridors.

The toll bridge projects identified by RM 1 are complete and are as follows:

#### Richmond Parkway Construction Project

**Project Status: Completed 2001**

The final connections to the Richmond Parkway from Interstate 580 near the Richmond-San Rafael Bridge were completed in May 2001.

#### San Mateo-Hayward Bridge Widening Project

**Project Status: Completed 2003**

This project expanded the low-rise concrete trestle section of the San Mateo-Hayward Bridge to allow for three lanes in each direction to match the existing configuration of the high-rise steel section of the bridge.



Widening of the San Mateo-Hayward Bridge Trestle on Left

#### New Alfred Zampa Memorial (Carquinez) Bridge Project Project Status: Completed 2003

The new western span of the Carquinez Bridge, which replaced the original 1927 span, is a twin-towered suspension bridge with three mixed-flow lanes, a new carpool lane, shoulders and a bicycle/pedestrian pathway.



New Alfred Zampa Memorial (Carquinez) Bridge Soon after Opening to Traffic, with Crockett Interchange Still under Construction

#### Bayfront Expressway (State Route 84) Widening Project

**Project Status: Completed 2004**

This project expanded and improved the roadway from the Dumbarton Bridge touchdown to the US 101/ Marsh Road interchange by adding additional lanes and turn pockets and improving bicycle/pedestrian access in the area.

## Richmond-San Rafael Bridge Rehabilitation Projects

### Project Status: Completed 2006

Two major rehabilitation projects for the Richmond-San Rafael Bridge were funded and completed: (1) replacement of the western concrete approach trestle and ship-collision protection fender system; and (2) rehabilitation of deck joints and resurfacing of the bridge deck.

In 2005, along with the seismic retrofit of the bridge, the trestle and fender replacement work was completed as part of the same project. Under a separate contract in 2006, the bridge was resurfaced with a polyester concrete overlay along with the repair of numerous deck joints.



New Richmond-San Rafael Bridge West Approach Trestle under Construction

## Benicia-Martinez Bridge Project

### Project Status: Completed 2009

A two-year project to rehabilitate and reconfigure the original Benicia-Martinez Bridge began shortly after the opening of the new Congressman George Miller Bridge. The existing 1.2-mile roadway surface on the steel deck truss bridge was modified to carry four lanes of southbound traffic (one more than before) - with shoulders on both sides - plus a bicycle/pedestrian path on the west side of the span that connects to Park Road in Benicia and to Marina Vista Boulevard in Martinez. Reconstruction of the east side of the bridge and approaches was completed in August 2008. Reconstruction of the west side of the bridge and its approaches and construction of the bicycle/pedestrian pathway were completed in August 2009.



Benicia-Martinez Bridge Bicycle/Pedestrian Pathway Opened to the Public in August 2009

## Interstate 880/State Route 92

### Project Status: Completed 2011

This corridor was consistently one of the Bay Area's most congested during the evening commute. This was due in part to the lane merging and weaving that was required by the then-existing cloverleaf interchange. The new interchange features direct freeway-to-freeway connector ramps that now increase traffic capacity and improve overall safety and traffic operations in the area. With the new direct-connector ramps, drivers coming off of the San Mateo-Hayward Bridge can access Interstate 880 without having to compete with traffic headed onto east Route 92 from south Interstate 880 (see progress photos in appendices). A Caltrans landscaping project will be undertaken in 2012.



Aerial View of Construction Progress

## Regional Measure 1 Program Cost Summary (Millions)

	Contract Status	BATA Baseline Budget (July 2005)	BATA Approved Changes	Current BATA Approved Budget (January 2012)	Cost to Date (January 2012)	Current Cost Forecast (January 2012)	Cost Variance	Cost Status
		a	b	c = a + b	d	e	f = e - c	
Interstate 880/Route 92 Interchange Reconstruction								
Capital Outlay Construction	Complete	94.8	68.4	163.2	149.0	163.2	-	●
Capital Outlay Support		28.8	35.8	64.6	61.7	64.6	-	●
Capital Outlay Right-of-Way		9.9	7.3	17.2	14.7	17.2	-	●
Project Reserve		0.3	(0.3)	-	-	-	-	
Total I-880/SR-92 Interchange Reconstruction		133.8	111.2	245.0	225.4	245.0	-	
Other Completed Program Projects		1,978.8	182.6	2,161.4	2,088.8	2,161.4	-	
Total Regional Measure 1 Toll Bridge Program <sup>1</sup>		2,112.6	293.8	2,406.4	2,314.2	2,406.4	-	

- Within approved schedule and budget
  - Identified potential project risks that could significantly impact approved schedules and budgets if not mitigated
  - Known project impacts with forthcoming changes to approved schedules and budgets
- <sup>1</sup> Figures may not sum up to totals due to rounding effects.



## Regional Measure 1 Program Schedule Summary (Millions)

	BATA Baseline Completion Schedule (September 2005)	BATA Approved Changes (Months)	Current BATA Approved Completion Schedule (January 2012)	Current Completion Forecast (January 2012)	Schedule Variance (Months)	Schedule Status	Remarks/Notes
	g	h	i = g + h	j	k = j - i	l	
<a href="#">Interstate 880/Route 92 Interchange Reconstruction</a>							
Contract Completion							
Interchange Reconstruction	Dec 2010	9	Sep 2011	Sep 2011	-	●	See Page 47



Iron Workers Connecting the Lead Cable Strand to the Hauling Arm





## APPENDICES

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## Appendix A-1: TBSRP AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through January 31, 2012 (\$ Millions)

Contract a	AB 144 / SB 66 Budget (07/2005) c	Approved Changes d	Current Approved Budget (12/2011) e = c + d	Cost to Date (12/2011) f	Cost Forecast (12/2011) g	At- Completion Variance h = g - e
<b>SFOBB East Span Replacement Project</b>						
Capital Outlay Support	959.3	218.0	1,177.3	1,022.5	1,275.3	98.0
Capital Outlay Construction	4,492.2	589.4	5,081.6	4,053.9	5,180.8	99.2
Other Budgeted Capital	35.1	(3.3)	31.8	0.7	7.7	(24.1)
<b>Total</b>	<b>5,486.6</b>	<b>804.1</b>	<b>6,290.7</b>	<b>5,077.1</b>	<b>6,463.8</b>	<b>173.1</b>
<b>SFOBB West Approach Replacement</b>						
Capital Outlay Support	120.0	(2.0)	118.0	118.6	119.0	1.0
Capital Outlay Construction	309.0	41.7	350.7	330.6	338.1	(12.6)
<b>Total</b>	<b>429.0</b>	<b>39.7</b>	<b>468.7</b>	<b>449.2</b>	<b>457.1</b>	<b>(11.6)</b>
<b>SFOBB West Span Retrofit</b>						
Capital Outlay Support	75.0	(0.2)	74.8	74.9	74.8	-
Capital Outlay Construction	232.9	(5.5)	227.4	227.4	227.4	-
<b>Total</b>	<b>307.9</b>	<b>(5.7)</b>	<b>302.2</b>	<b>302.3</b>	<b>302.2</b>	<b>-</b>
<b>Richmond-San Rafael Bridge Retrofit</b>						
Capital Outlay Support	134.0	(7.0)	127.0	126.8	127.0	-
Capital Outlay Construction	780.0	(90.5)	689.5	667.5	689.5	-
<b>Total</b>	<b>914.0</b>	<b>(97.5)</b>	<b>816.5</b>	<b>794.3</b>	<b>816.5</b>	<b>-</b>
<b>Benicia-Martinez Bridge Retrofit</b>						
Capital Outlay Support	38.1	-	38.1	38.1	38.1	-
Capital Outlay Construction	139.7	-	139.7	139.7	139.7	-
<b>Total</b>	<b>177.8</b>	<b>-</b>	<b>177.8</b>	<b>177.8</b>	<b>177.8</b>	<b>-</b>
<b>Carquinez Bridge Retrofit</b>						
Capital Outlay Support	28.7	0.1	28.8	28.8	28.8	-
Capital Outlay Construction	85.5	(0.1)	85.4	85.4	85.4	-
<b>Total</b>	<b>114.2</b>	<b>-</b>	<b>114.2</b>	<b>114.2</b>	<b>114.2</b>	<b>-</b>
<b>San Mateo-Hayward Retrofit</b>						
Capital Outlay Support	28.1	-	28.1	28.1	28.1	-
Capital Outlay Construction	135.4	(0.1)	135.3	135.3	135.3	-
<b>Total</b>	<b>163.5</b>	<b>(0.1)</b>	<b>163.4</b>	<b>163.4</b>	<b>163.4</b>	<b>-</b>
<b>Vincent Thomas Bridge Retrofit (Los Angeles)</b>						
Capital Outlay Support	16.4	-	16.4	16.4	16.4	-
Capital Outlay Construction	42.1	(0.1)	42.0	42.0	42.0	-
<b>Total</b>	<b>58.5</b>	<b>(0.1)</b>	<b>58.4</b>	<b>58.4</b>	<b>58.4</b>	<b>-</b>
<b>San Diego-Coronado Bridge Retrofit</b>						
Capital Outlay Support	33.5	(0.3)	33.2	33.2	33.2	-
Capital Outlay Construction	70.0	(0.6)	69.4	69.4	69.4	-
<b>Total</b>	<b>103.5</b>	<b>(0.9)</b>	<b>102.6</b>	<b>102.6</b>	<b>102.6</b>	<b>-</b>

## Appendix A-1: TBSRP AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through January 31, 2012 (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
<b>Antioch Bridge</b>						
Capital Outlay Support	-	31.0	31.0	15.3	34.7	3.7
Capital Outlay Support by BATA				6.2		
Capital Outlay Construction	-	70.0	70.0	40.9	51.0	(19.0)
<b>Total</b>	<b>-</b>	<b>101.0</b>	<b>101.0</b>	<b>62.4</b>	<b>85.7</b>	<b>(15.3)</b>
<b>Dumbarton Bridge</b>						
Capital Outlay Support	-	56.0	56.0	25.2	59.1	3.1
Capital Outlay Support by BATA				6.0		
Capital Outlay Construction	-	92.7	92.7	30.0	84.9	(7.8)
<b>Total</b>	<b>-</b>	<b>148.7</b>	<b>148.7</b>	<b>61.2</b>	<b>144.0</b>	<b>(4.7)</b>
<b>Subtotal Capital Outlay Support</b>	<b>1,433.1</b>	<b>295.6</b>	<b>1,728.7</b>	<b>1,540.1</b>	<b>1,834.5</b>	<b>105.8</b>
<b>Subtotal Capital Outlay</b>	<b>6,286.8</b>	<b>696.9</b>	<b>6,983.7</b>	<b>5,822.1</b>	<b>7,043.5</b>	<b>59.8</b>
<b>Subtotal Other Budgeted Capital</b>	<b>35.1</b>	<b>(3.3)</b>	<b>31.8</b>	<b>0.7</b>	<b>7.7</b>	<b>(24.1)</b>
<b>Miscellaneous Program Costs</b>	<b>30.0</b>	<b>-</b>	<b>30.0</b>	<b>25.5</b>	<b>30.0</b>	<b>-</b>
<b>Subtotal Toll Bridge Seismic Retrofit Program</b>	<b>7,785.0</b>	<b>989.2</b>	<b>8,774.2</b>	<b>7,388.4</b>	<b>8,915.7</b>	<b>141.5</b>
<b>Net Programmatic Risks*</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>77.1</b>	<b>77.1</b>
<b>Program Contingency</b>	<b>900.0</b>	<b>(592.2)</b>	<b>307.8</b>	<b>-</b>	<b>89.2</b>	<b>(218.6)</b>
<b>Total Toll Bridge Seismic Retrofit Program <sup>1</sup></b>	<b>8,685.0</b>	<b>397.0</b>	<b>9,082.0</b>	<b>7,388.4</b>	<b>9,082.0</b>	<b>-</b>

<sup>1</sup> Figures may not sum up to totals due to rounding effects.

## Appendix A-2: TBSRP AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through January 31, 2012 (\$ Millions)

Bridge	AB 144 Baseline Budget	TBPOC Current Approved Budget	Expenditures to date and Encumbrances as of January 2012 see Note (1)	Estimated costs not yet spent or Encumbered as of January 2012	Total Forecast as of January 2012
a	b	c	d	e	f = d + e
<b>Other Completed Projects</b>					
Capital Outlay Support	144.9	144.6	144.6	-	144.6
Capital Outlay	472.6	471.9	472.6	(0.8)	471.8
<b>Total</b>	<b>617.5</b>	<b>616.5</b>	<b>617.2</b>	<b>(0.8)</b>	<b>616.4</b>
<b>Richmond-San Rafael</b>					
Capital Outlay Support	134.0	127.0	126.8	0.2	127.0
Capital Outlay	698.0	689.5	667.8	21.7	689.5
Project Reserves	82.0	-	-	-	-
<b>Total</b>	<b>914.0</b>	<b>816.5</b>	<b>794.6</b>	<b>21.9</b>	<b>816.5</b>
<b>West Span Retrofit</b>					
Capital Outlay Support	75.0	74.8	74.8	-	74.8
Capital Outlay	232.9	227.4	227.4	-	227.4
<b>Total</b>	<b>307.9</b>	<b>302.2</b>	<b>302.2</b>	<b>-</b>	<b>302.2</b>
<b>West Approach</b>					
Capital Outlay Support	120.0	118.0	118.6	0.4	119.0
Capital Outlay	309.0	350.7	345.9	(7.8)	338.1
<b>Total</b>	<b>429.0</b>	<b>468.7</b>	<b>464.5</b>	<b>(7.4)</b>	<b>457.1</b>
<b>SFOBB East Span - Skyway</b>					
Capital Outlay Support	197.0	181.2	181.2	-	181.2
Capital Outlay	1,293.0	1,254.1	1,237.1	8.1	1,245.2
<b>Total</b>	<b>1,490.0</b>	<b>1,435.3</b>	<b>1,418.3</b>	<b>8.1</b>	<b>1,426.4</b>
<b>SFOBB East Span - SAS - Superstructure</b>					
Capital Outlay Support	214.6	375.5	382.0	96.7	478.7
Capital Outlay	1,753.7	2,046.8	1,629.0	455.7	2,084.7
<b>Total</b>	<b>1,968.3</b>	<b>2,422.3</b>	<b>2,011.0</b>	<b>552.4</b>	<b>2,563.4</b>
<b>SFOBB East Span - SAS - Foundations</b>					
Capital Outlay Support	62.5	37.6	37.6	-	37.6
Capital Outlay	339.9	307.3	309.3	(4.3)	305.0
<b>Total</b>	<b>402.4</b>	<b>344.9</b>	<b>346.9</b>	<b>(4.3)</b>	<b>342.6</b>
<b>Small YBI Projects</b>					
Capital Outlay Support	10.6	10.6	10.2	0.4	10.6
Capital Outlay	15.6	15.6	15.5	0.2	15.7
<b>Total</b>	<b>26.2</b>	<b>26.2</b>	<b>25.7</b>	<b>0.6</b>	<b>26.3</b>
<b>YBI Detour</b>					
Capital Outlay Support	29.5	90.7	87.8	(0.1)	87.7
Capital Outlay	131.9	492.8	492.7	(9.9)	482.8
<b>Total</b>	<b>161.4</b>	<b>583.5</b>	<b>580.5</b>	<b>(10.0)</b>	<b>570.5</b>
<b>YBI- Transition Structures</b>					
Capital Outlay Support	78.7	106.4	65.6	46.2	111.8
Capital Outlay	299.4	247.8	131.7	196.8	328.5
<b>Total</b>	<b>378.1</b>	<b>354.2</b>	<b>197.3</b>	<b>243.0</b>	<b>440.3</b>



## Appendix A-2: TBSRP AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through January 31, 2012 (\$ Millions) Cont.

Contract	AB 144 Baseline Budget	TBPOC Current Approved Budget	Expenditures to date and Encumbrances as of January 2012 see Note (1)	Estimated Costs not yet spent or Encumbered as of January 2012	Total Forecast as of January 2012
a	b	c	d	e	f = d + e
<b>Oakland Touchdown</b>					
Capital Outlay Support	74.4	108.9	89.8	30.0	119.8
Capital Outlay	283.8	339.0	215.3	115.4	330.7
<b>Total</b>	<b>358.2</b>	<b>447.9</b>	<b>305.1</b>	<b>145.4</b>	<b>450.5</b>
<b>East Span Other Small Projects</b>					
Capital Outlay Support	212.3	206.5	197.9	8.7	206.6
Capital Outlay	170.8	170.8	118.9	35.7	154.6
<b>Total</b>	<b>383.1</b>	<b>377.3</b>	<b>316.8</b>	<b>44.4</b>	<b>361.2</b>
<b>Existing Bridge Demolition</b>					
Capital Outlay Support	79.7	59.9	1.6	39.7	41.3
Capital Outlay	239.2	239.1	-	241.2	241.2
<b>Total</b>	<b>318.9</b>	<b>299.0</b>	<b>1.6</b>	<b>280.9</b>	<b>282.5</b>
<b>Antioch Bridge</b>					
Capital Outlay Support	-	31.0	15.5	13.0	28.5
Capital Outlay Support by BATA	-	-	6.2	-	6.2
Capital Outlay	-	70.0	47.4	3.6	51.0
<b>Total</b>	<b>-</b>	<b>101.0</b>	<b>69.1</b>	<b>16.6</b>	<b>85.7</b>
<b>Dumbarton Bridge</b>					
Capital Outlay Support	-	56.0	25.7	27.4	53.1
Capital Outlay Support by BATA	-	-	6.0	-	6.0
Capital Outlay	-	92.7	55.6	29.3	84.9
<b>Total</b>	<b>-</b>	<b>148.7</b>	<b>87.3</b>	<b>56.7</b>	<b>144.0</b>
<b>Miscellaneous Program Costs</b>	<b>30.0</b>	<b>30.0</b>	<b>25.5</b>	<b>4.5</b>	<b>30.0</b>
<b>Total Capital Outlay Support</b>	<b>1,463.2</b>	<b>1,758.7</b>	<b>1,597.4</b>	<b>267.1</b>	<b>1,864.5</b>
<b>Total Capital Outlay</b>	<b>6,321.8</b>	<b>7,015.5</b>	<b>5,966.2</b>	<b>1,085.0</b>	<b>7,051.2</b>
<b>Program Total <sup>1</sup></b>	<b>7,785.0</b>	<b>8,774.2</b>	<b>7,563.6</b>	<b>1,352.1</b>	<b>8,915.7</b>

(1). Funds allocated to project or contract for Capital Outlay and Support needs includes Capital Outlay Support total allocation for FY 06/07.

(2). BSA provided a distribution of program contingency in December 2004 based in Bechtel Infrastructure Corporation input.

This Column is subject to revision upon completion of Department's risk assessment update.

(3) Total Capital Outlay Support includes program indirect costs.

<sup>1</sup> Figures may not sum up to totals due to rounding effects.

## Appendix B: TBSRP (SFOBB East Span Only) AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through January 31, 2012 (\$ Millions)

Contract a	AB 144 / SB 66 Budget (07/2005) c	Approved Changes d	Current Approved Budget (12/2011) e = c + d	Cost to Date (12/2011) f	Cost Forecast (12/2011) g	At- Completion Variance h = g - e
<b>San Francisco-Oakland Bay Bridge East Span Replacement Project</b>						
<b>East Span - SAS Superstructure</b>						
Capital Outlay Support	214.6	160.9	375.5	358.1	478.7	103.2
Capital Outlay Construction	1,753.7	293.1	2,046.8	1,626.8	2,084.7	37.9
<b>Total</b>	<b>1,968.3</b>	<b>454.0</b>	<b>2,422.3</b>	<b>1,984.9</b>	<b>2,563.4</b>	<b>141.1</b>
<b>SAS W2 Foundations</b>						
Capital Outlay Support	10.0	(0.8)	9.2	9.2	9.2	-
Capital Outlay Construction	26.4	-	26.4	26.5	26.4	-
<b>Total</b>	<b>36.4</b>	<b>(0.8)</b>	<b>35.6</b>	<b>35.7</b>	<b>35.6</b>	<b>-</b>
<b>YBI South/South Detour</b>						
Capital Outlay Support	29.4	61.3	90.7	87.4	87.7	(3.0)
Capital Outlay Construction	131.9	360.9	492.8	466.0	482.8	(10.0)
<b>Total</b>	<b>161.3</b>	<b>422.2</b>	<b>583.5</b>	<b>553.4</b>	<b>570.5</b>	<b>(13.0)</b>
<b>East Span - Skyway</b>						
Capital Outlay Support	197.0	(15.8)	181.2	181.2	181.2	-
Capital Outlay Construction	1,293.0	(38.9)	1,254.1	1,237.1	1,245.2	(8.9)
<b>Total</b>	<b>1,490.0</b>	<b>(54.7)</b>	<b>1,435.3</b>	<b>1,418.3</b>	<b>1,426.4</b>	<b>(8.9)</b>
<b>East Span - SAS E2/T1 Foundations</b>						
Capital Outlay Support	52.5	(24.1)	28.4	28.4	28.4	-
Capital Outlay Construction	313.5	(32.6)	280.9	274.8	278.6	(2.3)
<b>Total</b>	<b>366.0</b>	<b>(56.7)</b>	<b>309.3</b>	<b>303.2</b>	<b>307.0</b>	<b>(2.3)</b>
<b>YBI Transition Structures (see notes below)</b>						
Capital Outlay Support	78.7	27.7	106.4	59.8	111.8	5.4
Capital Outlay Construction	299.3	(51.5)	247.8	82.1	328.5	80.7
<b>Total</b>	<b>378.0</b>	<b>(23.8)</b>	<b>354.2</b>	<b>141.9</b>	<b>440.3</b>	<b>86.1</b>
<b>* YBI- Transition Structures</b>						
Capital Outlay Support			16.4	16.4	16.4	-
Capital Outlay Construction			-	-	-	-
<b>Total</b>			<b>16.4</b>	<b>16.4</b>	<b>16.4</b>	<b>-</b>
<b>* YBI- Transition Structures Contract No. 1</b>						
Capital Outlay Support			57.0	33.3	62.1	5.1
Capital Outlay Construction			185.5	82.1	242.4	56.9
<b>Total</b>			<b>242.5</b>	<b>115.4</b>	<b>304.5</b>	<b>62.0</b>
<b>* YBI- Transition Structures Contract No. 2</b>						
Capital Outlay Support			32.0	10.1	32.3	0.3
Capital Outlay Construction			59.0	-	82.8	23.8
<b>Total</b>			<b>91.0</b>	<b>10.1</b>	<b>115.1</b>	<b>24.1</b>
<b>* YBI- Transition Structures Contract No. 3 Landscape</b>						
Capital Outlay Support			1.0	-	1.0	-
Capital Outlay Construction			3.3	-	3.3	-
<b>Total</b>			<b>4.3</b>	<b>-</b>	<b>4.3</b>	<b>-</b>

## Appendix B: TBSRP (SFOBB East Span Only) AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through January 31, 2012 (\$ Millions) Cont.

Contract a	AB 144 / SB 66 Budget (07/2005) c	Approved Changes d	Current Approved Budget (12/2011) e = c + d	Cost to Date (12/2011) f	Cost Forecast (12/2011) g	At- Completion Variance h = g - e
<b>Oakland Touchdown (see notes below)</b>						
Capital Outlay Support	74.4	34.5	108.9	88.9	119.8	10.9
Capital Outlay Construction	283.8	55.2	339.0	208.7	330.7	(8.3)
<b>Total</b>	<b>358.2</b>	<b>89.7</b>	<b>447.9</b>	<b>297.6</b>	<b>450.5</b>	<b>2.6</b>
<b>* OTD Prior-to-Split Costs</b>						
Capital Outlay Support			21.7	20.0	21.7	-
Capital Outlay Construction			-	-	-	-
<b>Total</b>			<b>21.7</b>	<b>20.0</b>	<b>21.7</b>	<b>-</b>
<b>* OTD Submarine Cable(1)</b>						
Capital Outlay Support			0.9	0.9	0.9	-
Capital Outlay Construction			9.6	5.7	9.6	-
<b>Total</b>			<b>10.5</b>	<b>6.6</b>	<b>10.5</b>	<b>-</b>
<b>* OTD No. 1 (Westbound)</b>						
Capital Outlay Support			47.3	51.1	51.4	4.1
Capital Outlay Construction			212.0	203.0	203.3	(8.7)
<b>Total</b>			<b>259.3</b>	<b>254.1</b>	<b>254.7</b>	<b>(4.6)</b>
<b>* OTD No. 2 (Eastbound)</b>						
Capital Outlay Support			22.5	12.5	30.7	8.2
Capital Outlay Construction			62.0	-	56.1	(5.9)
<b>Total</b>			<b>84.5</b>	<b>12.5</b>	<b>86.8</b>	<b>2.3</b>
<b>* OTD Touchdown 2 Detour(2)</b>						
Capital Outlay Support			15.0	3.7	13.6	(1.4)
Capital Outlay Construction			51.0	-	57.3	6.3
<b>Total</b>			<b>66.0</b>	<b>3.7</b>	<b>70.9</b>	<b>4.9</b>
<b>* OTD Electrical Systems</b>						
Capital Outlay Support			1.5	0.8	1.5	-
Capital Outlay Construction			4.4	-	4.4	-
<b>Total</b>			<b>5.9</b>	<b>0.8</b>	<b>5.9</b>	<b>-</b>
<b>Existing Bridge Demolition</b>						
Capital Outlay Support	79.7	(19.8)	59.9	1.4	41.3	(18.6)
Capital Outlay Construction	239.2	(0.1)	239.1	-	241.2	2.1
<b>Total</b>	<b>318.9</b>	<b>(19.9)</b>	<b>299.0</b>	<b>1.4</b>	<b>282.5</b>	<b>(16.5)</b>
<b>* Cantilever Section</b>						
Capital Outlay Support			-	-	15.0	
Capital Outlay Construction			-	-	60.4	
<b>Total</b>			<b>-</b>	<b>-</b>	<b>75.4</b>	
<b>* 504/288 Sections</b>						
Capital Outlay Support			-	1.4	26.3	
Capital Outlay Construction			-	-	180.8	
<b>Total</b>			<b>-</b>	<b>1.4</b>	<b>207.1</b>	
<b>YBI/SAS Archeology</b>						
Capital Outlay Support	1.1	-	1.1	1.1	1.1	-
Capital Outlay Construction	1.1	-	1.1	1.1	1.1	-
<b>Total</b>	<b>2.2</b>	<b>-</b>	<b>2.2</b>	<b>2.2</b>	<b>2.2</b>	<b>-</b>



## Appendix B: TBSRP (SFOBB East Span Only) AB 144/SB 66 Baseline Budget, Forecasts and Expenditures through January 31, 2012 (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At-Completion Variance
a	c	d	e = c + d	f	g	h = g - e
<b>YBI - USCG Road Relocation</b>						
Capital Outlay Support	3.0	-	3.0	2.7	3.0	-
Capital Outlay Construction	3.0	-	3.0	2.8	3.0	-
<b>Total</b>	<b>6.0</b>	<b>-</b>	<b>6.0</b>	<b>5.5</b>	<b>6.0</b>	<b>-</b>
<b>YBI - Substation and Viaduct</b>						
Capital Outlay Support	6.5	-	6.5	6.4	6.5	-
Capital Outlay Construction	11.6	-	11.6	11.3	11.6	-
<b>Total</b>	<b>18.1</b>	<b>-</b>	<b>18.1</b>	<b>17.7</b>	<b>18.1</b>	<b>-</b>
<b>Oakland Geofill</b>						
Capital Outlay Support	2.5	-	2.5	2.5	2.5	-
Capital Outlay Construction	8.2	-	8.2	8.2	8.2	-
<b>Total</b>	<b>10.7</b>	<b>-</b>	<b>10.7</b>	<b>10.7</b>	<b>10.7</b>	<b>-</b>
<b>Pile Installation Demonstration Project</b>						
Capital Outlay Support	1.8	-	1.8	1.8	1.8	-
Capital Outlay Construction	9.3	-	9.3	9.2	9.3	-
<b>Total</b>	<b>11.1</b>	<b>-</b>	<b>11.1</b>	<b>11.0</b>	<b>11.1</b>	<b>-</b>
<b>Stormwater Treatment Measures</b>						
Capital Outlay Support	6.0	2.2	8.2	8.2	8.2	-
Capital Outlay Construction	15.0	3.3	18.3	16.8	18.3	-
<b>Total</b>	<b>21.0</b>	<b>5.5</b>	<b>26.5</b>	<b>25.0</b>	<b>26.5</b>	<b>-</b>
<b>Right-of-Way and Environmental Mitigation</b>						
Capital Outlay Support	-	-	-	-	-	-
Capital Outlay & Right-of-Way	72.4	-	72.4	51.7	80.4	8.0
<b>Total</b>	<b>72.4</b>	<b>-</b>	<b>72.4</b>	<b>51.7</b>	<b>80.4</b>	<b>8.0</b>
<b>Sunk Cost - Existing East Span Retrofit</b>						
Capital Outlay Support	39.5	-	39.5	39.5	39.5	-
Capital Outlay Construction	30.8	-	30.8	30.8	30.8	-
<b>Total</b>	<b>70.3</b>	<b>-</b>	<b>70.3</b>	<b>70.3</b>	<b>70.3</b>	<b>-</b>
<b>Other Capital Outlay Support</b>						
Environmental Phase	97.7	-	97.7	97.8	97.7	-
Pre-Split Project Expenditures	44.9	-	44.9	44.9	44.9	-
Non-Project Specific Costs	20.0	(8.0)	12.0	3.2	12.0	-
<b>Total</b>	<b>162.6</b>	<b>(8.0)</b>	<b>154.6</b>	<b>145.9</b>	<b>154.6</b>	<b>-</b>
<b>Subtotal Capital Outlay Support</b>	<b>959.3</b>	<b>218.0</b>	<b>1,177.3</b>	<b>1,022.5</b>	<b>1,275.3</b>	<b>98.0</b>
<b>Subtotal Capital Outlay Construction</b>	<b>4,492.2</b>	<b>589.4</b>	<b>5,081.6</b>	<b>4,053.9</b>	<b>5,180.8</b>	<b>99.2</b>
<b>Other Budgeted Capital</b>	<b>35.1</b>	<b>(3.3)</b>	<b>31.8</b>	<b>0.7</b>	<b>7.7</b>	<b>(24.1)</b>
						<b>-</b>
<b>Total SFOBB East Span Replacement Project</b>	<b>5,486.6</b>	<b>804.1</b>	<b>6,290.7</b>	<b>5,077.1</b>	<b>6,463.8</b>	<b>173.1</b>

<sup>1</sup> Figures may not sum up to totals due to rounding effects.

## Appendix C: Regional Measure 1 Program Cost Detail (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
<b>New Benicia-Martinez Bridge Project</b>						
<b>New Bridge</b>						
Capital Outlay Support						
BATA Funding	84.9	7.2	92.1	91.9	92.1	-
Non-BATA Funding	-	0.1	0.1	0.1	0.1	-
Subtotal	84.9	7.3	92.2	92.0	92.2	-
Capital Outlay Construction			-			-
BATA Funding	661.9	94.6	756.5	753.7	756.5	-
Non-BATA Funding	10.1	-	10.1	10.1	10.1	-
Subtotal	672.0	94.6	766.6	763.8	766.6	-
<b>Total</b>	<b>756.9</b>	<b>101.9</b>	<b>858.8</b>	<b>855.8</b>	<b>858.8</b>	<b>-</b>
<b>I-680/I-780 Interchange Reconstruction</b>						
Capital Outlay Support						
BATA Funding	24.9	5.2	30.1	30.1	30.1	-
Non-BATA Funding	1.4	5.2	6.6	6.2	6.6	-
Subtotal	26.3	10.4	36.7	36.3	36.7	-
Capital Outlay Construction						
BATA Funding	54.7	26.9	81.6	77.1	81.6	-
Non-BATA Funding	21.6	-	21.6	21.7	21.7	0.1
Subtotal	76.3	26.9	103.2	98.8	103.3	0.1
<b>Total</b>	<b>102.6</b>	<b>37.3</b>	<b>139.9</b>	<b>135.1</b>	<b>140.0</b>	<b>0.1</b>
<b>I-680/Marina Vista Interchange Reconstruction</b>						
Capital Outlay Support	18.3	1.9	20.2	20.2	20.2	-
Capital Outlay Construction	51.5	4.9	56.4	56.1	56.4	-
<b>Total</b>	<b>69.8</b>	<b>6.8</b>	<b>76.6</b>	<b>76.3</b>	<b>76.6</b>	<b>-</b>
<b>New Toll Plaza and Administration Building</b>						
Capital Outlay Support	11.9	3.8	15.7	15.7	15.7	-
Capital Outlay Construction	24.3	2.0	26.3	25.1	26.3	-
<b>Total</b>	<b>36.2</b>	<b>5.8</b>	<b>42.0</b>	<b>40.8</b>	<b>42.0</b>	<b>-</b>
<b>Existing Bridge &amp; Interchange Modifications</b>						
Capital Outlay Support						
BATA Funding	4.3	13.7	18.0	18.0	18.0	-
Non-BATA Funding	-	0.9	0.9	0.8	0.9	-
Subtotal	4.3	14.6	18.9	18.8	18.9	-
Capital Outlay Construction						
BATA Funding	17.2	32.8	50.0	37.2	50.0	-
Non-BATA Funding	-	9.5	9.5	-	9.5	-
Subtotal	17.2	42.3	59.5	37.2	59.5	-
<b>Total</b>	<b>21.5</b>	<b>56.9</b>	<b>78.4</b>	<b>56.0</b>	<b>78.4</b>	<b>-</b>
<b>Other Contracts</b>						
Capital Outlay Support	11.4	(0.9)	10.5	9.7	10.5	-
Capital Outlay Construction	20.3	3.3	23.6	18.6	23.6	-
Capital Outlay Right-of-Way	20.4	(0.1)	20.3	17.0	20.3	-
<b>Total</b>	<b>52.1</b>	<b>2.3</b>	<b>54.4</b>	<b>45.3</b>	<b>54.4</b>	<b>-</b>

## Appendix C: Regional Measure 1 Program Cost Detail (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
New Benicia-Martinez Bridge Project continued...						
Subtotal BATA Capital Outlay Support	155.7	30.9	186.6	185.6	186.6	-
Subtotal BATA Capital Outlay Construction	829.9	164.5	994.4	967.8	994.4	-
Subtotal Capital Outlay Right-of-Way	20.4	(0.1)	20.3	17.0	20.3	-
Subtotal Non-BATA Capital Outlay Support	1.4	6.2	7.6	7.1	7.6	-
Subtotal Non-BATA Capital Outlay Construction	31.7	9.5	41.2	31.8	41.3	0.1
Project Reserves	20.8	1.6	22.4	-	22.3	(0.1)
Total New Benicia-Martinez Bridge Project	1,059.9	212.6	1,272.5	1,209.3	1,272.5	-
Notes:	Includes EAs 00601_,00603_,00605_,00606_,00608_,00609_,0060A_,0060C_,0060E_,0060F_,0060G_,0060H_, and all Project Right-of-Way					
Carquinez Bridge Replacement Project						
New Bridge						
Capital Outlay Support	60.5	(0.3)	60.2	60.2	60.2	-
Capital Outlay Construction	253.3	2.7	256.0	255.9	256.0	-
Total	313.8	2.4	316.2	316.1	316.2	-
Crockett Interchange Reconstruction						
Capital Outlay Support	32.0	(0.1)	31.9	31.9	31.9	-
Capital Outlay Construction	73.9	(1.9)	72.0	71.9	72.0	-
Total	105.9	(2.0)	103.9	103.8	103.9	-
Existing 1927 Bridge Demolition						
Capital Outlay Support	16.1	(0.3)	15.8	15.8	15.8	-
Capital Outlay Construction	35.2	-	35.2	35.0	35.2	-
Total	51.3	(0.3)	51.0	50.8	51.0	-
Other Contracts						
Capital Outlay Support	15.8	0.9	16.7	16.5	16.7	-
Capital Outlay Construction	18.8	(1.2)	17.6	16.4	17.6	-
Capital Outlay Right-of-Way	10.5	(0.1)	10.4	9.9	10.4	-
Total	45.1	(0.4)	44.7	42.8	44.7	-
Subtotal BATA Capital Outlay Support	124.4	0.2	124.6	124.4	124.6	-
Subtotal BATA Capital Outlay Construction	381.2	(0.4)	380.8	379.2	380.8	-
Subtotal Capital Outlay Right-of-Way	10.5	(0.1)	10.4	9.9	10.4	-
Project Reserves	12.1	(9.7)	2.4	-	2.4	-
Total Carquinez Bridge Replacement Project <sup>1</sup>	528.2	(10.0)	518.2	513.5	518.2	-
Notes	Other Contracts include EAs 01301_,01302_,01303_,01304_,01305_,01306_,01307_,01308_,01309_,0130A_,0130C_,0130D_,0130F_,0130G_,0130H_,0130J_,00453_,00493_,04700_,00607_,2A270_,and 29920_ and all Project Right-of-Way					

<sup>1</sup> Figures may not sum up to totals due to rounding effects.



## Appendix C: Regional Measure 1 Program Cost Detail (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
<b>Richmond-San Rafael Bridge Trestle. Fender, and Deck Joint Rehabilitation</b>						
Capital Outlay Support						
BATA Funding	2.2	(0.8)	1.4	1.4	1.4	-
Non-BATA Funding	8.6	1.8	10.4	10.4	10.4	-
Subtotal	10.8	1.0	11.8	11.8	11.8	-
Capital Outlay Construction						
BATA Funding	40.2	(6.8)	33.4	33.3	33.4	-
Non-BATA Funding	51.1	-	51.1	51.1	51.1	-
Subtotal	91.3	(6.8)	84.5	84.4	84.5	-
Project Reserves	-	0.8	0.8	-	0.8	-
<b>Total</b>	<b>102.1</b>	<b>(5.0)</b>	<b>97.1</b>	<b>96.2</b>	<b>97.1</b>	<b>-</b>
<b>Richmond-San Rafael Bridge Deck Overlay Rehabilitation</b>						
Capital Outlay Support						
BATA Funding	4.0	(0.7)	3.3	3.3	3.3	-
Non-BATA Funding	4.0	(4.0)	-	-	-	-
Subtotal	8.0	(4.7)	3.3	3.3	3.3	-
Capital Outlay Construction	16.9	(0.6)	16.3	16.3	16.3	-
Project Reserves	0.1	0.3	0.4	-	0.4	-
<b>Total</b>	<b>25.0</b>	<b>(5.0)</b>	<b>20.0</b>	<b>19.6</b>	<b>20.0</b>	<b>-</b>
<b>Richmond Parkway Project (RM 1 Share Only)</b>						
Capital Outlay Support	-	-	-	-	-	-
Capital Outlay Construction	5.9	-	5.9	4.3	5.9	-
<b>Total</b>	<b>5.9</b>	<b>-</b>	<b>5.9</b>	<b>4.3</b>	<b>5.9</b>	<b>-</b>
<b>San Mateo-Hayward Bridge Widening</b>						
Capital Outlay Support	34.6	(0.5)	34.1	34.1	34.1	-
Capital Outlay Construction	180.2	(6.1)	174.1	174.1	174.1	-
Capital Outlay Right-of-Way	1.5	(0.9)	0.6	0.5	0.6	-
Project Reserves	1.5	(0.5)	1.0	-	1.0	-
<b>Total</b>	<b>217.8</b>	<b>(8.0)</b>	<b>209.8</b>	<b>208.7</b>	<b>209.8</b>	<b>-</b>
<b>I-880/SR-92 Interchange Reconstruction</b>						
Capital Outlay Support	28.8	35.8	64.6	61.7	64.6	-
Capital Outlay Construction						
BATA Funding	85.2	68.4	153.6	149.0	153.6	-
Non-BATA Funding	9.6	-	9.6	-	9.6	-
Subtotal	94.8	68.4	163.2	149.0	163.2	-
Capital Outlay Right-of-Way	9.9	7.3	17.2	14.7	17.2	-
Project Reserves	0.3	(0.3)	-	-	-	-
<b>Total</b>	<b>133.8</b>	<b>111.2</b>	<b>245.0</b>	<b>225.4</b>	<b>245.0</b>	<b>-</b>
<b>Bayfront Expressway Widening</b>						
Capital Outlay Support	8.6	(0.2)	8.4	8.4	8.4	-
Capital Outlay Construction	26.5	(1.5)	25.0	24.9	25.0	-
Capital Outlay Right-of-Way	0.2	-	0.2	0.2	0.2	-
Project Reserves	0.8	(0.3)	0.5	-	0.5	-
<b>Total</b>	<b>36.1</b>	<b>(2.0)</b>	<b>34.1</b>	<b>33.5</b>	<b>34.1</b>	<b>-</b>

## Appendix C: Regional Measure 1 Program Cost Detail (\$ Millions) Cont.

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (12/2011)	Cost to Date (12/2011)	Cost Forecast (12/2011)	At- Completion Variance
a	c	d	e = c + d	f	g	h = g - e
<b>US 101/University Avenue Interchange Modification</b>						
Capital Outlay Support	-	-	-	-	-	-
Capital Outlay Construction	3.8	-	3.8	3.7	3.8	-
<b>Total</b>	<b>3.8</b>	<b>-</b>	<b>3.8</b>	<b>3.7</b>	<b>3.8</b>	<b>-</b>
<b>Subtotal BATA Capital Outlay Support</b>	<b>358.3</b>	<b>64.7</b>	<b>423.0</b>	<b>418.9</b>	<b>423.0</b>	<b>-</b>
<b>Subtotal BATA Capital Outlay Construction</b>	<b>1,569.8</b>	<b>217.5</b>	<b>1,787.3</b>	<b>1,752.6</b>	<b>1,787.3</b>	<b>-</b>
<b>Subtotal Capital Outlay Right-of-Way</b>	<b>42.5</b>	<b>6.2</b>	<b>48.7</b>	<b>42.3</b>	<b>48.7</b>	<b>-</b>
<b>Subtotal Non-BATA Capital Outlay Support</b>	<b>14.0</b>	<b>4.0</b>	<b>18.0</b>	<b>17.5</b>	<b>18.0</b>	<b>-</b>
<b>Subtotal Non-BATA Capital Outlay Construction</b>	<b>92.4</b>	<b>9.5</b>	<b>101.9</b>	<b>82.9</b>	<b>102.0</b>	<b>0.1</b>
<b>Project Reserves</b>	<b>35.6</b>	<b>(8.1)</b>	<b>27.5</b>	<b>-</b>	<b>27.4</b>	<b>(0.1)</b>
<b>Total RM1 Program</b>	<b>2,112.6</b>	<b>293.8</b>	<b>2,406.4</b>	<b>2,314.2</b>	<b>2,406.4</b>	<b>-</b>
<b>Notes:</b>						
1 Richmond-San Rafael Bridge Trestle, Fender, and Deck Joint Rehabilitation Includes Non-TBSRP Expenses for EA 0438U_ and 04157_						
2 San Mateo-Hayward Bridge Widening includes EAs 00305_,04501_,04503_,04504_,04504_,04505_,04506_,04507_,04508_,04509_,27740_,27790_,04860_						



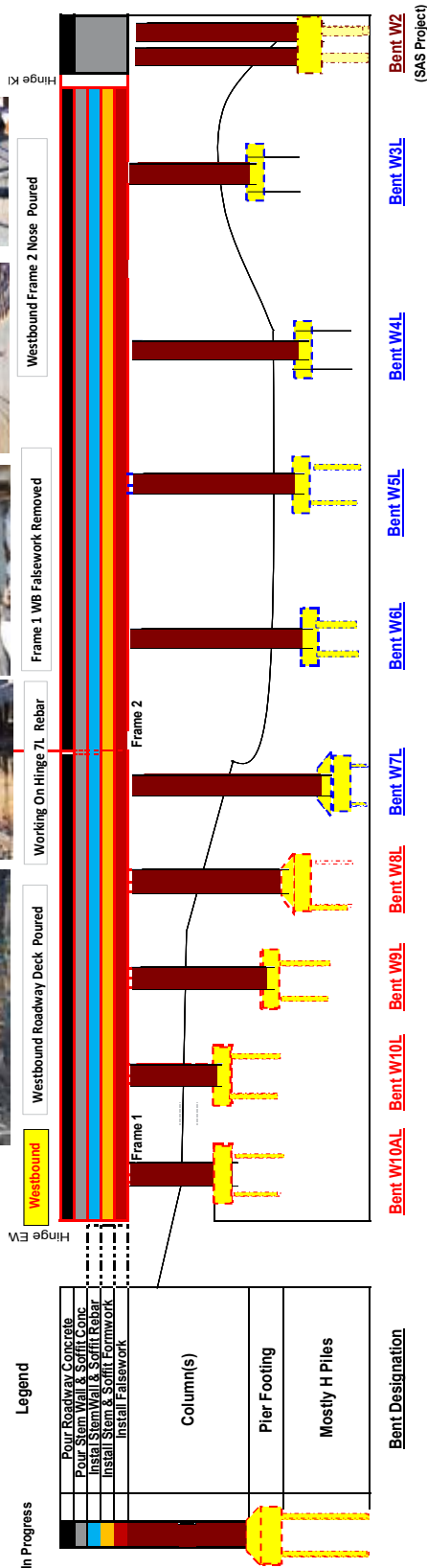
YBITS#1 Eastbound Falsework and Soffit Formwork Installation in Progress



## Appendix D: Progress Diagrams

### Yerba Buena Island Transition Structures

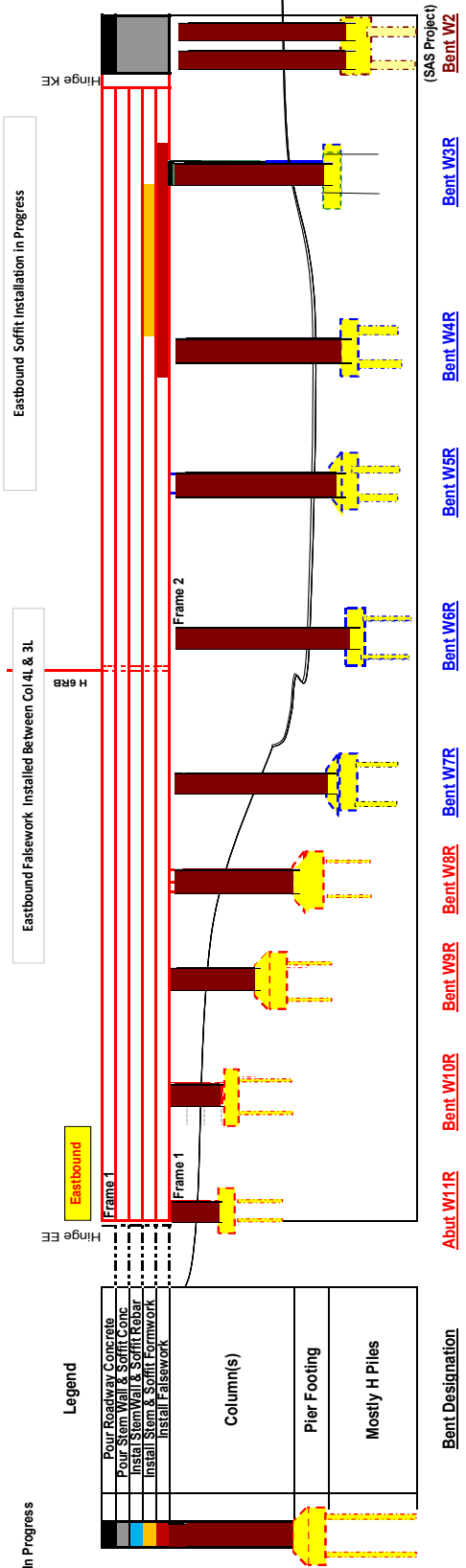
#### SOBB SEISMIC RETROFIT PROJECT YBITS #1 PROGRESS DIAGRAM as of January 27, 2012



YBITS # 1 CONTRACT (MCM)

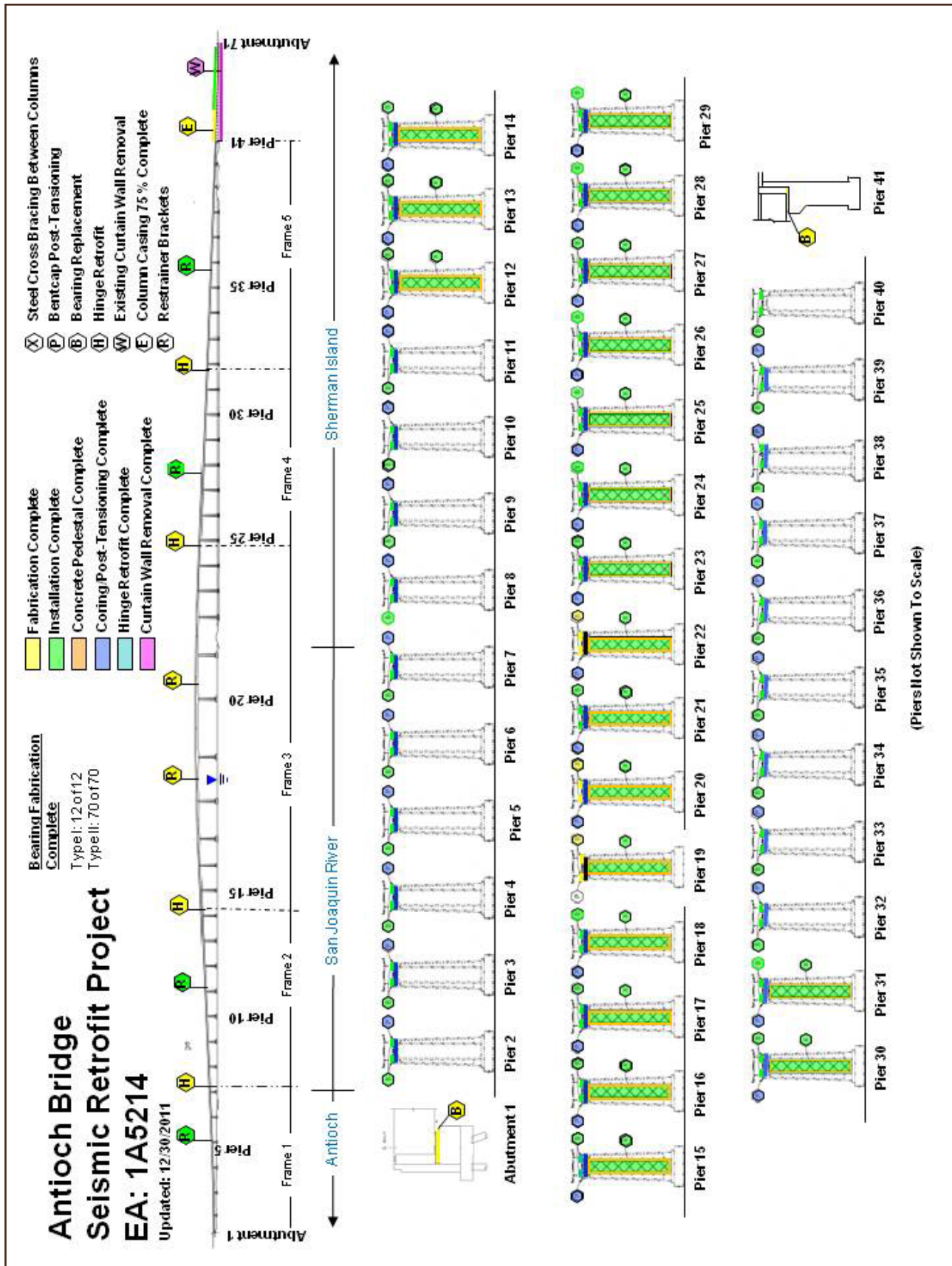
Note:

1. W10AL, W10L, W9L, W8L, W7L & W6L all have North and South Columns.
2. EB On Ramp Structure is not included in this Diagram
3. Progress Shown is based on North Columns



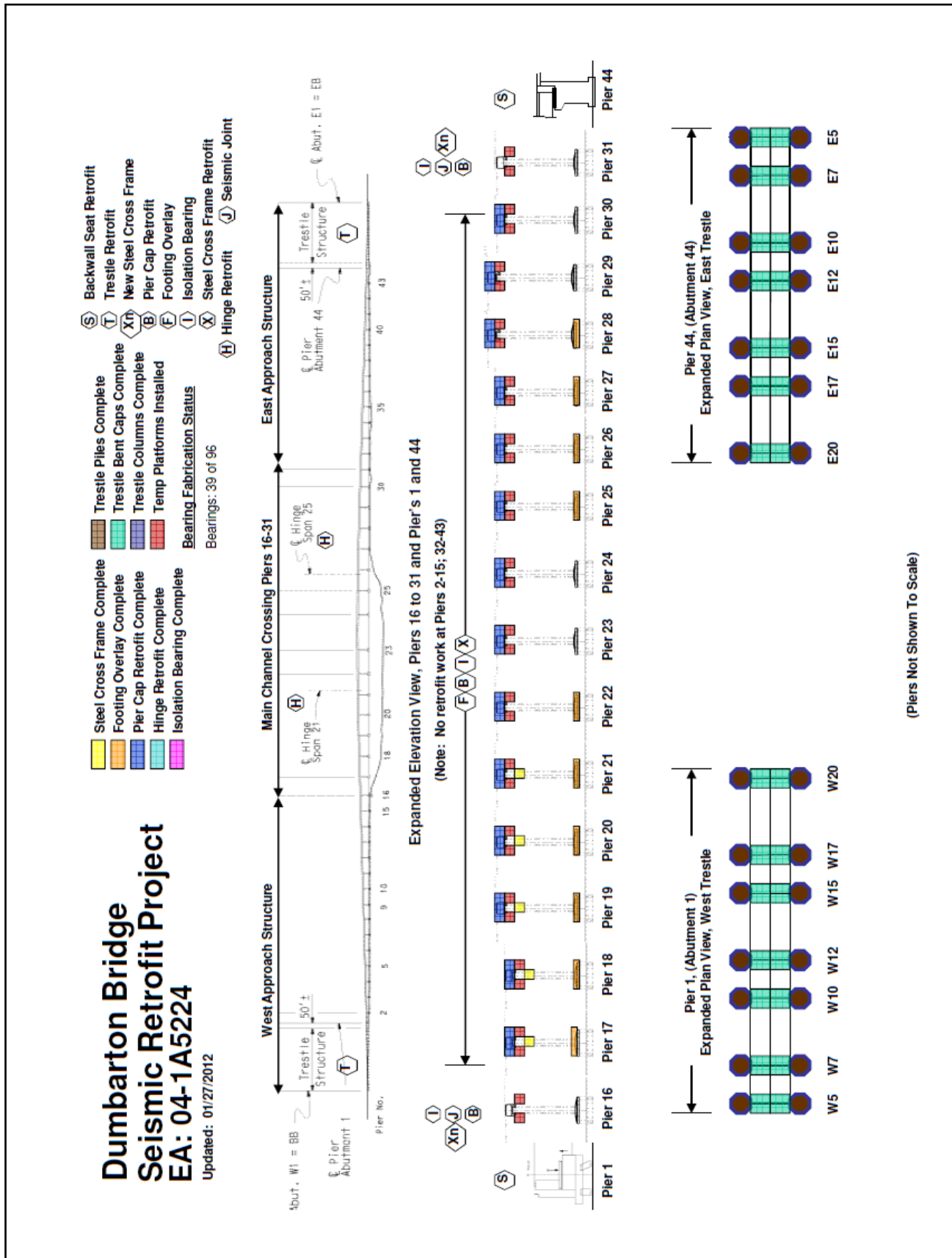
## Appendix D: Progress Diagrams (cont.)

### Antioch Bridge



## Appendix D: Progress Diagrams (cont.)

### Dumbarton Bridge







PWS Cable Installed at Westbound East Saddle Area

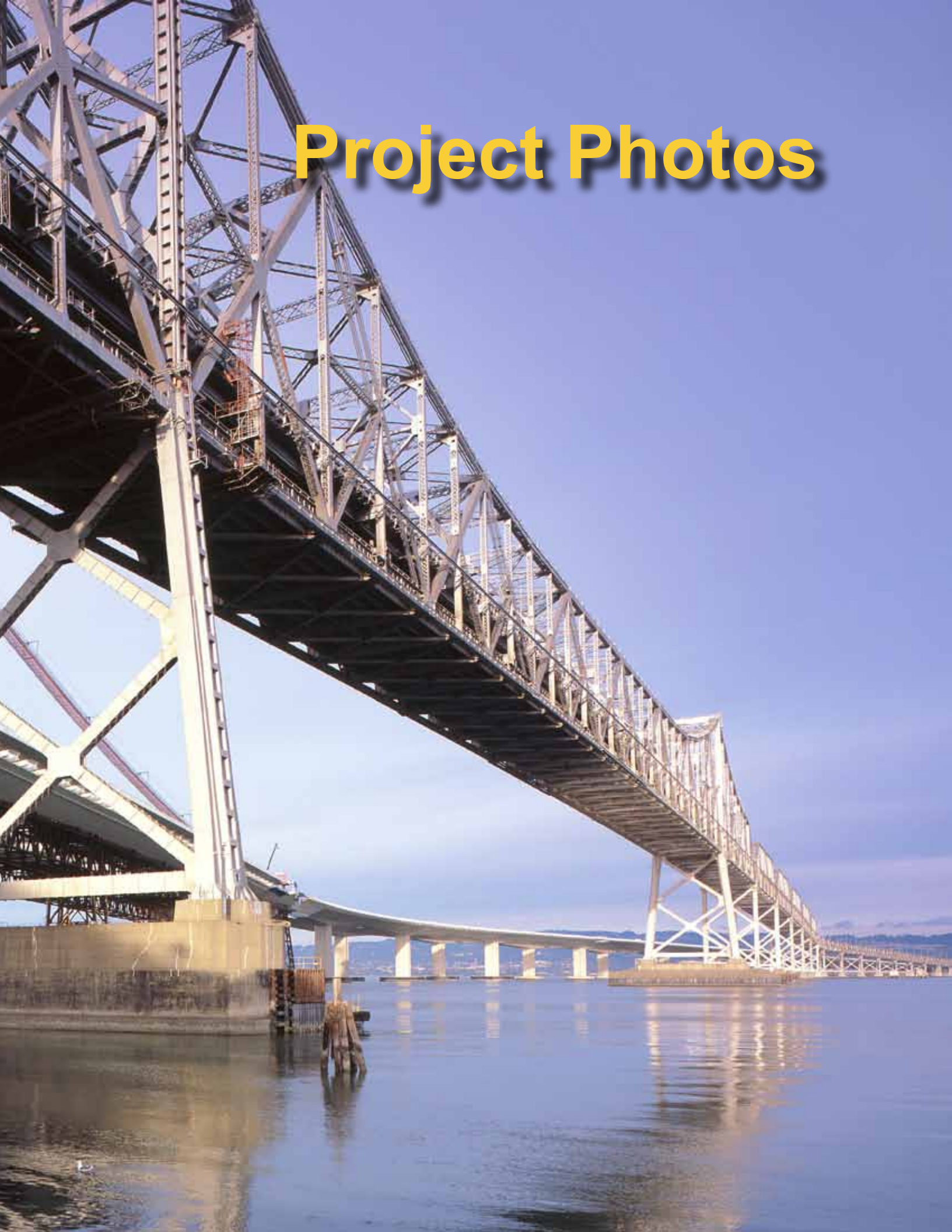




**Bikepath Erected on Self-Anchored Suspension Bridge on left and the Existing East Span Cantilever Bridge on the right**



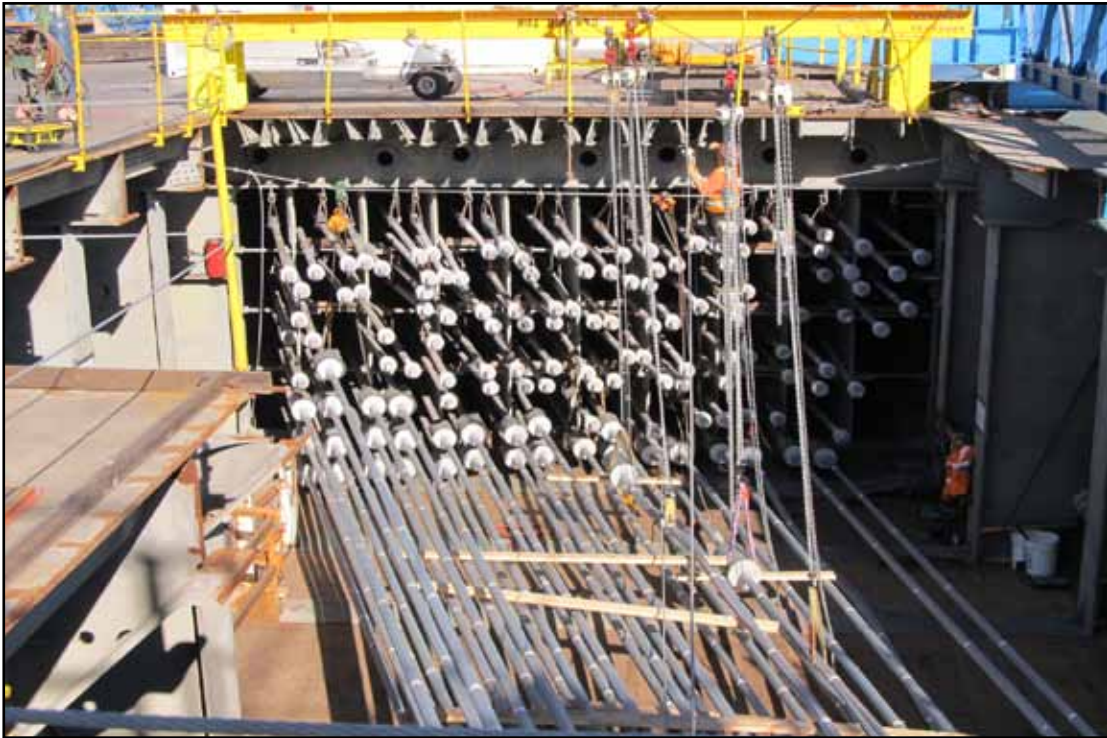
# Project Photos





## Appendix E: Project Progress Photographs

### Self-Anchored Suspension Bridge Field Work



PWS Cable Eastbound Anchorage Area



Parallel Wire Strand (PWS) at South Deviation Saddle





PWS Cable Installed in the South Deviation Saddle



PWS Cable Installed at South Deviation Saddle





Suspension Bridge Roadway Box Being Placed





YBITS #1 Eastbound and Westbound Falsework and Formwork Removal and Installation in Progress

## Appendix E: Project Progress Photographs

### Antioch Bridge



Completed Isolation Bearing between Plate Girder and Bent Cap



Column Casings Installed at Sherman Island Approach Structure



## Appendix E: Project Progress Photographs

### Dumbarton Bridge



Dumbarton Bridge - Pier 31 Pier Cap



Dumbarton Bridge - Pier 23 Fender Rehabilitation



## Appendix E: Project Progress Photographs

### Westbound Oakland Detour



Oakland Detour - Structural Support Members



Oakland Detour - Westbound Widening structural Support Wall



Oakland Detour - Westbound Approach Widening Deck Formwork



Oakland Detour - Westbound Exterior Structural Support Wall



Westbound  
Oakland  
Detour under  
Construction

Pier Walls under  
Construction

Newly  
Opened  
Eastbound  
Oakland  
Detour

Westbound Oakland Touchdown Detour Construction Progress



## Appendix E: Project Progress Photographs

### Yerba Buena Island Transition Structure #1 Westbound



YBITS #1 Westbound Hinge Rebar Installation in Progress



YBITS #1 Eastbound Soffit Formwork Installation in Progress





YBITS #1 Westbound Roadway Deck Nearing Completion

## Appendix F: Glossary of Terms

### Glossary of Terms

**AB 144/SB 66 BUDGET:** The planned allocation of resources for the Toll Bridge Seismic Retrofit Program, or subordinate projects or contracts, as provided in Assembly Bill 144 and Senate Bill 66, signed into law by Governor Schwarzenegger on July 18, 2005 and September 29, 2005, respectively.

**BATA BUDGET:** The planned allocation of resources for the Regional Measure 1 Program, or subordinate projects or contracts as authorized by the Bay Area Toll Authority as of June 2005.

**APPROVED CHANGES:** For cost, changes to the AB 144/SB 66 Budget or BATA Budget as approved by the Bay Area Toll Authority Commission. For schedule, changes to the AB 144/SB 66 Project Complete Baseline approved by the Toll Bridge Program Oversight Committee, or changes to the BATA Project Complete Baseline approved by the Bay Area Toll Authority Commission.

**CURRENT APPROVED BUDGET:** The sum of the AB 144/SB 66 Budget or BATA Budget and Approved Changes.

**COST TO DATE:** The actual expenditures incurred by the program, project or contract as of the month and year shown.

**COST FORECAST:** The current forecast of all of the costs that are projected to be expended so as to complete the given scope of the program, project, or contract.

**AT COMPLETION VARIANCE or VARIANCE (cost):** The mathematical difference between the Cost Forecast and the Current Approved Budget.

**AB 144/SB 66 PROJECT COMPLETE BASELINE:** The planned completion date for the Toll Bridge Seismic Retrofit Program or subordinate projects or contracts.

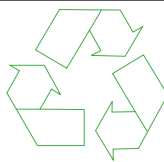
**BATA PROJECT COMPLETE BASELINE:** The planned completion date for the Regional Measure 1 Program or subordinate projects or contracts.

**PROJECT COMPLETE CURRENT APPROVED SCHEDULE:** The sum of the AB 144/SB 66 Project Complete Baseline or BATA Project Complete Baseline and Approved Changes.

**PROJECT COMPLETE SCHEDULE FORECAST:** The current projected date for the completion of the program, project, or contract.

**SCHEDULE VARIANCE or VARIANCE (schedule):** The mathematical difference expressed in months between the Project Complete Schedule Forecast and the Project Complete Current Approved Schedule.

**% COMPLETE:** % Complete is based on an evaluation of progress on the project, expenditures to date, and schedule.



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*The information in this report is provided in accordance with California Government code Section 755. This document is one of a series of reports prepared for the Bay Area Toll Authority (BATA)/Metropolitan Transportation Commission (MTC) for the Toll Bridge Seismic Retrofit and Regional Measure 1 Programs. The contract value for the monitoring efforts, technical analysis, and field site works that contribute to these reports, as well as the report preparation and production is \$1,574,873.73.*



Bay Area Management Consultants

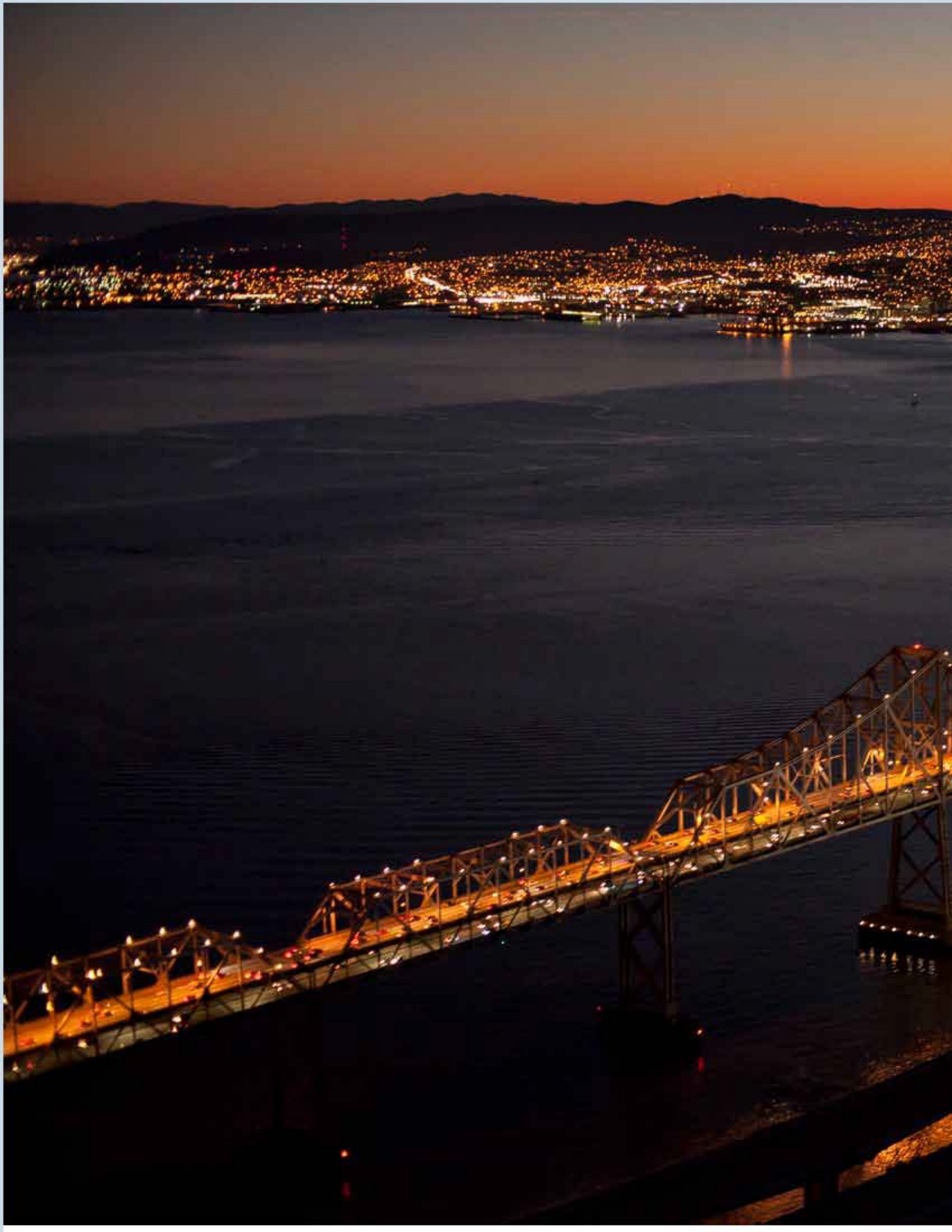
An Association of URS Corporation and Hatch Mott MacDonald













## *Memorandum*

**TO:** Toll Bridge Oversight Committee (TBPOC)    **DATE:** February 22, 2012  
PMT,  
**FR:** Tony Anziano, Toll Bridge Program Manager, CT  
Stephen Maller, Deputy Director, CTC  
Andrew Fremier, Deputy Executive Director – Operations, MTC/BATA  
**RE:** Agenda No. - 4a  
Item – Program Issues  
Bay Bridge East Span Opening

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**Recommendation:**

TBPOC approve the framework and direction of the three East Span Opening event planning elements, outlined in the discussion below, which include: engagement of the Bay Bridge Alliance as the vehicle for private fund raising and for event planning; development of an MOU between Bay Bridge Alliance (BBA) and TBPOC; and selection of an event alternative outlined in the draft East Span Opening Event Plan.

**Cost:**

To be determined

**Schedule Impacts:**

N/A

**Discussion:**

In order to create a collaborative East Span Opening event planning process, staff seeks approval on three main elements that will help move the process forward by defining our roles, developing clear decision-making processes and creating parameters for our event planning efforts:

1. Use of Bay Bridge Alliance (BBA) to develop and implement East Span Opening Event: BBA is a private, non-profit agency<sup>1</sup> formed to conduct activities related to the development and implementation of the opening celebration of the eastern span of the San Francisco-Oakland Bay Bridge in 2013. This will include raising the funds needed for event planning and implementation.
2. Development of a Memorandum of Understanding (MOU) between Bay Bridge Alliance and TBPOC: Please find the developed MOU document, with PMT and BBA edits, attached for your review. This document, which used as a model the agreement used by the Golden Gate Bridge Highway and Transportation District

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<sup>1</sup> 501(c)(3) status pending formal federal approval.

## *Memorandum*

(GGBHTD) and the Golden Gate National Parks Conservancy, will be an agreement between the Bay Bridge Alliance and the TBPOC. This document outlines the relationship between TBPOC agencies and BBA during the event planning process and implementation.

3. Selection of an Alternative for the East Span Opening Event: We request approval of a draft plan detailing three alternatives (1) single day/no public access, 2) single day/with public access, or 3) multi-day/with public access) for a Bay Bridge East Span opening event, including selection of a preferred alternative.

### **Additional Information on the MOU:**

A draft MOU has been reviewed by members of the TBPOC agencies' staff while we await final approval by the Internal Revenue Service of the 501(c)(3) application. The draft MOU's recitals currently include: definition of Bay Bridge Alliance's function and authority; funding and event planning parameters; and each party's role in the event planning process.

Caltrans' MOU requirements, outlined in an email dated 1/19/12, have been incorporated into the current draft MOU document. These include specific information on TBPOC staff's inclusion in Bay Bridge Alliance meetings, TBPOC's role in event planning, event fundraising parameters, communication with TBPOC, and key functions of the Communication Partnership Team. As part of their official approval process, Caltrans' Legal Department is currently reviewing the MOU and, once completed, will forward the document to the Governor's office for review and approval.

### **Attachment(s):**

1. Draft Memorandum of Understanding
2. Draft Event Plan
3. Bay Bridge Alliance 501(c)3 Application
4. Project Agreement for GGB 75<sup>th</sup> Anniversary
5. GGBHTD Parks Conservancy Agreement

**Memorandum of Understanding  
Between TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE  
And BAY BRIDGE ALLIANCE  
Regarding the EAST SPAN OPENING PROJECT**

This ~~Project~~ Memorandum of Understanding (the "Agreement") is made and entered into as of (Effective Date) by and between the Toll Bridge Program Oversight Committee (TBPOC ~~"TBPOC"~~) and ~~the~~ Bay Bridge Alliance (~~BBA~~ "BBA"), a California nonprofit public benefit corporation ~~described in which is a tax-exempt organization under~~ Section ~~501(c)(3)~~ 501(c)(3) of the Internal Revenue Code ~~(hereinafter referred to as "Agreement")~~.

**RECITALS**

1. Whereas ~~the~~ BBA is a private non-profit ~~agency that shall~~ organization organized to conduct activities intended to inform and inspire the public concerning the role the transportation network in the San Francisco Bay Area has played in shaping the Bay Area and advancing Bay Area regionalism, which may include developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013 ~~and~~ Gateway Park, with the assistance and direction of the TBPOC, facilitating one or more video presentations and exhibitions concerning the history of San Francisco Bay, facilitating the establishment and operation of a regional transportation museum and conducting other activities for the same or similar general purposes.
2. Whereas the TBPOC consists of three public agencies: the California Department of Transportation (Caltrans), the Bay Area Toll Authority (BATA) and the California Transportation Commission (CTC). ~~All three~~ Each of the agencies shall appoint a representative who will receive notices of, and be allowed to participate in ~~all BBA~~ meetings of the Board of Directors of BBA.
3. Whereas ~~the~~ BBA ~~shall~~ intends to solicit and accept private funds for the celebration of the opening of the Bay Bridge's East Span. ~~Funds will be obtained (the "Event").~~ Gateway Park and other activities and also intends to raise funds through sponsorships, retail partnerships, production and sale of commemorative products, donations, gifts, ~~etc~~ and possibly other methods.
4. Whereas, BBA has no certain source of funding, and its obligations under this Agreement are subject to its success in obtaining funding sufficient to enable it to carry out those obligations.
5. ~~Whereas funds accepted by Bay Bridge Alliance shall, it is intended that BBA will pay for all components of the East Span Opening Event (hereinafter referred to as "Event"), except those costs relating to security, public access support and other costs properly chargeable to TBPOC for the event.~~
- 5.6.4. ~~Whereas TBPOC shall pay for security, public access support and other costs properly chargeable to TBPOC for the event~~ Event.
- 6.7.5. ~~Whereas funds accepted by Bay Bridge Alliance shall, it is intended that BBA~~

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~~will pay for all components of the East Span Opening Event (hereinafter referred to as “Event”), except those costs relating to security, public access support and other costs properly chargeable to TBPOC for the event.~~

~~7.8.6.~~ Whereas ~~the~~ BBA will consult with TBPOC regularly during the ~~event~~ Event planning process.

Now, therefore, TBPOC and BBA agree to the following:

#### ARTICLE I. BACKGROUND AND OBJECTIVES

- A. The TBPOC and BBA (collectively, the Parties) desire to enter into this Agreement memorializing and setting the terms of a cooperative relationship to plan and implement the following (all of which is referred to herein as the Project or Project Activities):
1. Bay Bridge East Span Opening: A program to celebrate the opening of the Bay Bridge’s East Span, to include public events and programs, fee-based events and programs, communications, website development, social media, sponsorships, retail partnerships, production and sale of commemorative products;
  2. Gateway Park Development: A program to work with public agencies and private partners to spur development of public improvements—including but not limited to a transportation museum and visitor center—designed to enhance the visitor experience at the eastern end of the Bay Bridge and to promote education about and enjoyment of the regional transportation network, San Francisco Bay, and the Bay Bridge itself;
  3. Merchandising Activities: A program of development, production, marketing, and sale of informational and commemorative materials related to the East Span, including publications and other merchandise related to the East Span (collectively, the Merchandise) to be sold at any location; and
  4. Sponsorships and Fundraising: A program of fundraising and sponsorships, including development of private and public support focused primarily on funding the opening activities and development of public improvements in the Gateway Park area.
- B. The Parties desire that all aspects of the Project be respectful of the Bay Bridge and its history, mindful of the Bay Bridge's regional, national and international identity, protective of public safety and security, conscientious about resource protection, and financially feasible.
- ~~C. The Parties agree that the BBA should recoup its costs of conducting and managing all aspects of the Project, net of all philanthropic donations and sponsorships to Project Activities, including costs incurred in preparing the Opening Plan, but not including costs related to security, public access support and other costs properly chargeable to TBPOC for the event, and in negotiating and entering into the MOU (collectively, the Project Investment). The Parties agree that BBA can also be reimbursed for administrative costs for conducting and managing all aspects of the~~

~~Project. Reimbursement shall not to exceed one percent (1%) of philanthropic donations, and sponsorships and gross revenues, as defined in Article III, Paragraph A.~~

C. Net revenues from the Project shall be utilized by BBA in accordance with its tax-exempt purposes.

**In consideration of the recitals set forth in ARTICLE I and the mutual promises set forth herein, the Parties agree as follows:**

## **ARTICLE II. THE PROJECT**

### **A. The East Span Opening Event Plan**

~~The~~ BBA in cooperation with TBPOC shall develop for review and approval by the TBPOC of the East Span Opening Event Plan (the ~~Plan~~ "Plan"). BBA will seek TBPOC input into the Plan and its components, ~~including~~ which will include:

1. Public event(s) and program(s), including all activities conducted during the East Span Opening;
2. Sponsorships and fundraising, including retail partnerships, private and public support for East Span Opening activities;
3. Merchandising activities, including the production and sale of commemorative products and materials; and
4. Any other ~~Opening~~ Plan components.

### **B. Gateway Park Visitor Experience Programs and Activities**

TBPOC shall manage the development and operation of Gateway Park. TBPOC, however, shall seek BBA input in the development and implementation of plans for Gateway Park, including:

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1. The potential design and construction of visitor-serving facilities to interpret the Bay Bridge and provide retail, tour, and visitor-serving functions, including ultimately a permanent Visitor Center/Museum;
2. Design and construction of improvements to visitor flow, automobile and bus circulation, topography, and views at and around the Gateway Park site;
3. New or improved guided or self-guided tours of the areas on and around the Bay Bridge that are accessible to the public;
4. Other possible ~~earned income~~ revenue generating ventures or visitor services; and
5. Design and manufacture of all necessary fixtures, displays, and signage.

### **C. Merchandising Activities**

~~The~~ BBA shall prepare a Scope of Sales and Merchandising Planproposal, describing

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the merchandising scope, including sales outlets, brands used, themes, and subject matters of the proposed Merchandising Activities, and shall present it to the TBPOC for input and final approval. ~~The~~ BBA shall be responsible for implementing each component of the Merchandising Activities. ~~The~~ BBA shall be responsible for securing the work of artists and other service providers in connection with the Merchandise, although TBPOC shall approve any image used in conjunction with the Opening Event's merchandising efforts.

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#### D. Communications and Public Relations

The TBPOC shall have primary responsibility for public communication about the Event. A public communication strategy shall be developed by the TBPOC's Communications Partnership Team, including the designation of a lead public spokesperson or spokespersons. The TBPOC-designated lead public spokesperson(s) shall have primary responsibility for interacting with the press, including print, broadcast and online media, regarding the Project.

In addition, the TBPOC's Communication Partnership Team shall have primary responsibility for the following:

1. Coordination with Caltrans Construction and related stakeholder agencies such as the California Highway Patrol, U.S. Coast Guard and local governments;
2. Development and implementation of a steering committee to educate, inform and coordinate with local stakeholders;
3. Development and implementation of a process for documenting the Bay Bridge East Span opening;
4. Development and coordination of a technical conference or symposium; and
5. Participation and recognition of the Bay Bridge Project Team.

### ARTICLE III. COST AND REVENUE SHARING

#### A. Composition of Project Gross Revenues

Project Gross Revenues consist of revenue generated by BBA during the Term (as defined in Article IV herein) of this Agreement from such sources as:

1. Revenue generated from fee-based visitor experiences related to the opening of the new Bay Bridge East Span;
2. Sales of Bay Bridge-related materials, merchandise, events, and services, both on TBPOC agency's property and offsite, including BBA website-based sales, wholesale program and retail outlets.

#### B. Responsibility for Payment of Capital and Operating Costs



With the exception of the costs to be paid for by TBPOC described in the fifth recital of this Agreement, BBA will be solely responsible for payment of all capital and operating costs incurred to implement the Event ("Event Costs"). ~~Event Costs will be payable first out of sponsorships, donations and other contributions received by BBA for Project purposes, and thereafter from Project Gross Revenues.~~ Event Costs include but are not limited to all Opening Event costs, cost of goods sold, on-site staff and operating costs, cost of capital, direct Project overhead, allocated indirect overhead and allocated management costs which includes administrative, marketing, communications, advertising, product development, project planning, professional services and related project expenses.

#### C. Limited Liability

As BBA has no certain source of funding, its obligations under this Agreement are subject to its having sufficient funds on deposit and available to enable it to carry out those obligations. BBA will undertake obligations to third parties only to the extent that it has sufficient funds on deposit and available to enable it to carry out those obligations.

### **ARTICLE IV. TERM**

#### **A. Term of ~~Project~~Agreement**

~~This~~The term of this Agreement will be for five (5) years from the effective date (the "Term"), unless earlier terminated according to the provisions of Article V below. The parties contemplate a long-term relationship and to that end the Term shall automatically renew thereafter for additional five-year terms unless the TBPOC or ~~the~~BBA disbands prior to the end of the project term or opts not to renew it by giving notice to the other Party at least one hundred eighty (180-) days prior to the end of the Term.

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#### **B. Notices**

All notices required under this Agreement shall be given as required under Article ~~XX~~X, Paragraph G.

### **ARTICLE V. MODIFICATION, ASSIGNMENT, TERMINATION**

#### **A. Modification**

This Agreement may only be modified by written modifications which include mutual consent and signatures of all parties. Request for modifications will be forwarded in writing by one party to the other, enclosing the proposed form of modification, at least sixty (60) days prior to the proposed date of said modification(s).

#### **B. Assignment**

This Agreement may not be assigned in whole or in part by ~~the BBA~~ either party without the prior written approval of the ~~TBPOC~~ other.

### C. Suspension or Termination

Termination of the Agreement means the cancellation of this Agreement, ~~in whole or in part,~~ at any time prior to the completion of the Term of the Agreement (Article IV).

Suspension of the Agreement is an action by the TBPOC that temporarily suspends the Agreement, pending corrective action by ~~the BBA~~ or pending a decision to terminate by the TBPOC.

1. Suspension: If ~~the BBA~~ fails to comply with the terms of the Agreement, the TBPOC may, on reasonable notice to ~~the BBA~~, suspend the Agreement, withhold any payments, and prohibit ~~the BBA~~ from incurring additional obligations of funds, pending corrective action by ~~the BBA~~; or decide to terminate in accordance with Article V, Paragraph C, Part 2. All necessary and proper costs that ~~the BBA~~ could not reasonably avoid during the period of suspension shall be allowed provided that they are reasonably allocable to the Project.
2. Termination for Cause: Either party may terminate this Agreement in whole or in part at any time, whenever such party reasonably determines that the other party has failed to comply with the conditions of the Agreement. The terminating party shall notify the other party in writing of such determination and the reasons for the termination, together with the effective date of the termination which must provide at least ninety (90) days notice and opportunity to correct the perceived failure. ~~The BBA~~ shall not incur new obligations after receipt of such termination notice and shall cancel as many outstanding obligations as possible. Payments made to ~~the BBA~~ or recoveries by the TBPOC under Agreements terminated for cause shall be in accordance with the legal rights and liabilities of the Parties.
3. Termination for Convenience: The Agreement may be terminated in whole or in part whenever ~~the BBA~~ or the TBPOC determines, in its sole discretion, that the continuation of the Agreement or any part of it will not produce beneficial results commensurate with the further expenditure of funds. ~~The BBA~~ and the TBPOC shall agree upon the termination conditions, including the effective date of such termination and, in the case of partial termination, the portion to be terminated. In the event that ~~the BBA~~ and the TBPOC cannot agree on such termination conditions, the TBPOC and ~~the BBA~~ each reserve the right to unilaterally terminate the Agreement by giving one hundred and eighty (180) days written notice of termination to the other party. ~~The BBA~~ shall not incur new obligations for the terminated portion after the effective date of such termination notice and shall cancel as many outstanding obligations as possible.

### D. Termination Payment

The TBPOC acknowledges that the initial stages of the Project will require ~~the BBA~~ to invest significant time and resources, and intends that ~~the BBA~~ recoup its investment

from the revenues of the Project. Therefore, if the TBPOC terminates this Agreement prior to the end of the Project term, under Article V, Paragraph C, Part 3, Termination for Convenience, above, ~~the BBA will be permitted to recoup a sum equal to the sum of the outstanding Project Costs made by BBA payable~~ TBPOC shall compensate for any loss incurred by BBA as a result of such early termination either at the TBPOC's election ~~either~~ through a continuation of Merchandising Activities or through a termination payment or a combination of both.

#### E. Ownership of Facilities

Upon termination or expiration of the relationship, the TBPOC will retain sole ownership of all improvements and facilities constructed or installed during the life of the Agreement.

### ARTICLE VI. FINANCIAL ASSISTANCE AND COST SHARING

A. ~~The~~ BBA shall work closely with the TBPOC to identify funding sources for the Project. In light of ~~the~~ BBA's unique fundraising capability and status as a nonprofit organization, ~~the~~ BBA will assume major responsibility for carrying out fundraising programs and activities.

B. The capability of the TBPOC to provide financial assistance, if at all, will be determined on a year-by-year, project-by-project basis, and is subject to the availability of funds. It is not expected that Bridge toll revenues will be used except as described in the ~~fourth~~ fifth recital of this Agreement.

C. ~~All~~ Records shall be kept of all funds received and all funds expended by ~~the~~ BBA under this Agreement ~~shall be maintained~~ as specified in Article ~~VIII~~ VII, below.

### ARTICLE VII. REPORTS

#### A. Accounting System

~~The~~ BBA shall maintain an accounting system, which identifies all revenues, expenses, assets, liabilities, and net-assets in accordance with current Generally Accepted Accounting Principles (GAAP).

~~The~~ BBA shall administer all financial functions of the Project. All revenues and expenses associated with retail, visitors experience activities or related functions, all underwriting, sponsorship and support of the Project shall be recorded and managed by ~~the~~ BBA. All assets, debt, debt-service and related information shall be recorded and managed solely by ~~the~~ BBA for all aspects of the Project. Detailed accounting records shall be maintained in a manner which easily satisfies reasonable reporting requirements of either party and is consistent with current provisions of GAAP.



~~The~~ BBA shall annually submit a Statement of Financial Activities (including gross sales, cost of merchandise, labor costs and other related expenses) for all sales, programs and activities covered by this Agreement. ~~The~~ BBA shall make available on a quarterly basis, a simplified ~~unaudited~~ version of the same Statement of Financial Activities.

~~The~~ BBA shall also submit separate ~~audited~~ financial statements for the preceding fiscal year to the TBPOC which shall be audited, if BBA is required to obtain an audit of its financial statements under the California Nonprofit Integrity Act. Such statements shall be submitted to the TBPOC upon completion of ~~the~~ BBA's annual audit or, if no audit is obtained for any year, within 120 days of the end of the year. ~~The financial statements~~ Any required audit shall be ~~audited~~ conducted by an independent certified public accountant who has been certified or licensed in the State of California.

#### B. Inspection of Records

The TBPOC and any of its duly authorized representatives, shall, until the expiration of seven (7) calendar years after the close of the business year of ~~the~~ BBA and its cooperators and contractors, have access to and the right to examine any of the pertinent books, documents, papers, and financial records related to this Agreement including Federal and State information returns.

#### C. Annual Reports

~~The~~ BBA shall prepare and submit to the TBPOC an annual report of ~~the~~ BBA's activities after the close of each ~~BBA~~ fiscal year of BBA during the term of this Agreement. The report shall include, but need not be limited to, the following:

1. Statement of achievements during the preceding year; and
2. Description of activities and services offered in furtherance of this Agreement.

### ARTICLE VIII. INDEMNIFICATION

~~The~~ BBA and the TBPOC shall each indemnify, defend, save and hold harmless the other Party, its Directors, Officers, employees and agents, from any and all claims, demands, damages, losses, penalties, fines, costs, liabilities, causes of action, orders, judgments, expenses and the like for any loss or destruction of, or damage to, any property, or for the death of or injury to any person, of any nature whatsoever and by whomever made, which may arise out of the actions or inactions, or the contract responsibilities, of the indemnifying Party.

### ARTICLE IX. HEALTH, SAFETY AND SECURITY

~~1. The~~ BBA shall take steps reasonable for an organization of its size to provide for the safety of its employees, contractors, volunteers and the general public in their use of any

public property or facilities under this Agreement. ~~The BBA shall take such steps as are necessary and~~ to ensure a safe and healthful work environment for its employees, contractors, volunteers and the general public.

## ARTICLE X. MISCELLANEOUS

### A. Use of Area

This Agreement is entered into by ~~the~~BBA with the knowledge that the historic, natural and recreational qualities of the Bay Bridge and its environs are to be preserved. ~~The~~ BBA shall not use any premises, or exercise any of the rights or privileges herein provided for, except to the extent necessary for the purposes of this Agreement and unless authorized by the TBPOC.

### B. Non-Profit Status

During the term of this Agreement, ~~the~~BBA shall retain its ~~non-profit~~ status as a nonprofit public benefit corporation pursuant to the ~~Non-Profit~~Nonprofit Public Benefit Corporation Law of the State of California. Loss of this status shall be cause for termination of this Agreement.

### C. Taxes

Any and all taxes which may be lawfully levied by the State of California or its political subdivisions upon the property or business of ~~the~~BBA shall be paid by ~~the~~BBA based on terms and conditions imposed by the taxing agent. No delinquencies shall be allowed to accrue. Delinquencies are grounds for termination of this Agreement.

### D. Officials Not To Benefit

In connection with the performance of work under this Agreement, ~~the~~BBA agrees not to employ, enter into any contract with, or provide any benefit arising from this Agreement to, employees and/or members of the Board of ~~Trustees of the~~Directors of BBA or TBPOC members, officers or employees.

### E. Headings

The headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

### F. Invalidity

If any provisions of this Agreement or its application to any person or any circumstances shall be invalid and unenforceable, the other provisions of this Agreement shall not be

affected by such invalidity or unenforceability.

#### G. Notices

1. Any notice which ~~the~~ BBA may desire or may be required hereunder to give or deliver to the TBPOC shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to Chair, Toll Bridge Program Oversight Committee, 101 8<sup>th</sup> Street, Oakland, CA 94607 or such other person and/or address as the TBPOC may designate by written notice to the other parties. The time of delivery of such notice shall be deemed to be the time when the same is received.
2. Any notice which the TBPOC may desire or may be required hereunder to give or deliver to ~~the~~ BBA shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to ~~Executive Director~~ President, Bay Bridge Alliance, ~~1 Ferry Plaza~~ 3026 Fairview Avenue, No. 22 Alameda, San Francisco, CA 94114 ~~CA 94501-1742~~ or such other person and/or address as ~~the~~ BBA may designate by written notice to the other parties. The time of the delivery of such notice shall be deemed to be the time when the same is received.

#### H. Insurance

MTC/BATA Attorney Cindi Segal ~~to~~ is currently reviewing this section – BBA will review with care after the proposed requirements are finalized.

##### 1. General

- a. The types and amounts of insurance coverage purchased by ~~the~~ BBA shall, as a minimum, meet requirements detailed in this Article. Said insurance shall be reviewed annually for adequacy by the TBPOC and ~~the~~ BBA. The TBPOC reserves the right to direct adjustments in ~~the~~ BBA's insurance program, after consultation with ~~the~~ BBA, as the TBPOC deems necessary to insure the protection of the interests of the TBPOC.
- b. ~~The~~ BBA shall annually, or at the time insurance is purchase, provide the TBPOC with Certificates of Insurance, Broker's Analysis or similar documents sufficient to evidence compliance with this section and shall provide the TBPOC thirty (30) days advance written notice of any material change in ~~the~~ BBA's approved insurance program hereunder.
- c. The TBPOC will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by ~~the~~ BBA proves to be inadequate or otherwise insufficient for any reason whatsoever.
- d. All insurance policies required by this Agreement shall specify that the insurance companies shall have no right of subrogation against the TBPOC; and shall provide that the TBPOC, its Directors, Officers, employees and agents are named as additional insureds; and shall provide that the insurance companies shall have no recourse against the TBPOC



for payment of any premiums or assessments.

## 2. Public Liability Insurance

- a. ~~The~~BBA shall purchase and maintain during the term of this Agreement Comprehensive General Liability insurance against claims occasioned by actions or omissions of ~~the~~BBA in carrying out the activities authorized by this Agreement.
- b. Such insurance shall be in amounts approved by the TBPOC that shall be commensurate with the degree of risk and the scope and size of activities authorized herein.

## 3. Property Insurance

- a. ~~The~~BBA at its cost shall secure and maintain fire, extended coverage and such other perils insurance in such types and limits as are determined by the TBPOC to be necessary to repair or replace TBPOC property and facilities, and ~~the~~BBA's equipment, furnishings and other personal property necessary and as is reasonably available to satisfactorily discharge ~~the~~BBA's obligations under this Agreement. For insurance purposes, values of such property shall be determined at the inception of this Agreement and updated annually thereafter.
- b. Such insurance shall provide for ~~the~~BBA and the TBPOC to be named insured as their interests may appear. Insurance provisions respecting replacement at the "same site" shall be waived.
- c. In the event of loss, ~~the~~BBA shall use all proceeds of such insurance to repair, rebuild, restore or replace TBPOC property and facilities, and the equipment, furnishings and other personal property of ~~the~~BBA required for the continuing operation of the facilities, as directed by the TBPOC.

## 4. Additional Insurance Coverage

- a. ~~The~~BBA shall also obtain the following additional coverage:
  - 1) ~~The~~BBA shall purchase and maintain during the term of this Agreement extensions of the Comprehensive General Liability coverage which provide, at the same limits, Product Liability and Contractual Liability and Liquor Liability **if** liquor is served.
  - 2) ~~The~~BBA shall provide the following coverage respecting vehicles owned and/or operated by ~~the~~BBA: Comprehensive Automobile Liability, Uninsured Motorist coverage, and statutory "No-Fault" coverage, as required by the State of California.
  - 3) ~~The~~BBA shall provide Statutory Worker's Compensation as required by the State of California, Employer's Liability coverage and Voluntary Compensation endorsement.

- b. ~~The~~ BBA shall require that all users acting under the provisions of sub agreements with ~~the~~ BBA carry insurance at levels appropriate to the degree of risk during the course of their activities related to this Agreement, or that such activities are covered by ~~the~~ BBA's insurance.
- c. All payable losses arising out of damage to TBPOC property and facilities shall be paid to the TBPOC.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

TOLL BRIDGE PROGRAM  
OVERSIGHT COMMITTEE

BAY BRIDGE ALLIANCE

\_\_\_\_\_  
Steve Heminger, Chair

\_\_\_\_\_  
Bobby Winston, President

[Approved as to Form](#)

Approved as to form

\_\_\_\_\_  
\_\_\_\_\_, Counsel

\_\_\_\_\_  
William ~~Manniere~~ Manierre, Counsel

Comparison Details	
Title	<b>pdfDocs compareDocs Comparison Results</b>
Date & Time	2/6/2012 3:15:54 PM
Comparison Time	4.84 seconds
compareDocs version	v3.4.4.40

Sources	
Original Document	[#404604978] [v1] MOU Document_012412_v2.doc
Modified Document	[#404604978] [v2] MOU Document_012412_v2.doc

Comparison Statistics	
Insertions	19
Deletions	87
Changes	44
Moves	0
TOTAL CHANGES	150

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<del>Deletions</del>	
<u>Moves</u> / <del>Moves</del>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthor
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	False
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	End
Document View	Word	Print
Remove Personal Information	Word	False



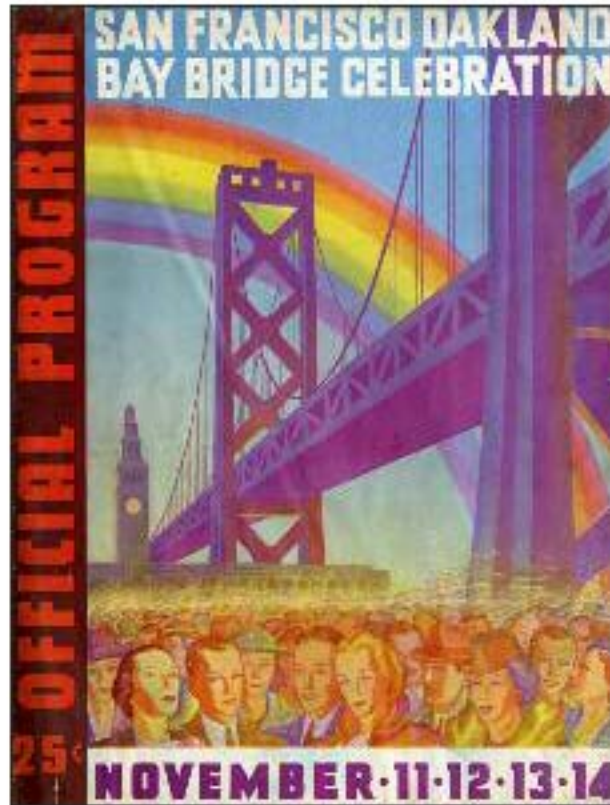


# NEW BAY BRIDGE EAST SPAN 2013 OPENING CELEBRATION

DRAFT EVENT PLAN

January 2012





Four day of festivities on both sides of the bay marked the 1936 opening of the Bay Bridge. Adjusted for inflation, that \$2.50 parade ticket would cost more than \$40 in 2012.





## A Bay Area Tradition of Celebration

BAY AREA RESIDENTS historically have turned out in large numbers to celebrate the bridges of San Francisco Bay and to honor the central role the bridges play in the daily life of our region. Golden Gate Bridge officials in May 1987 expected no more than 50,000 people to show up early on a Sunday morning for the 50th anniversary of that span's opening. They were caught wholly unprepared when an estimated 800,000 arrived.



*Crowds mobbed the Oakland end of the Bay Bridge in 1936 to celebrate the opening of the new span*

The 1936 opening of the Bay Bridge included a regionwide celebration that drew hundreds of thousands of participants over four days of both free and ticketed festivities on both sides of the Bay. **Official events included parades, fireworks shows, concerts, balls, football games, multiple air shows and boat races (including races for naval vessels), a spectacular searchlight display on the bay, formal dinners and luncheons, and bridge dedication ceremonies featuring Gov. Frank Merriam and former President Herbert Hoover.**



And once President Franklin Roosevelt pressed a remote-control button in the White House to activate traffic signal more than 2,400 miles away, people from throughout northern California climbed into their cars and flocked to the bridge for the privilege of paying 65 cents — equivalent to more than \$20 today — to maneuver their vehicles through what was then the biggest traffic jam in Bay Area history.



*The 1987 celebration of the Golden Gate Bridge 50th anniversary provided many sobering public safety lessons for future bridge events*

Bay Area residents' affection for and identification with the region's bridges has continued into the 21st Century. This was demonstrated in 2003 when an estimated 30,000 revelers braved chill winds and intermittent showers to celebrate the opening of the Alfred Zampa Memorial Bridge over the Carquinez Strait and most recently in August 2009 when a large crowd gathered on a blistering day in a comparatively remote location for the debut of the bicycle/pedestrian path on the Benicia-Martinez Bridge.



# A Time to Celebrate... Again



*For evaluating celebration alternatives, this draft event plan assumes an opening celebration during the Labor Day weekend of 2013.*

THE OPENING of the new Bay Bridge East Span is an event worthy of a large-scale civic celebration. It marks both the advent of a new architectural and engineering icon and the end of a decades-long effort to deliver seismic safety to the region's transportation network following the 1989 Loma Prieta earthquake.

The following pages outline in detail three distinct levels of celebration — Bronze, Silver or Gold — for the opening of the new East Span. The description of each option identifies potential challenges and includes projected costs, as well as opportunities to generate private revenues that can offset these costs.

Regardless of whether a bronze-, silver- or gold-level celebration is selected, the event will emphasize the bridge's world class design and engineering innovations, and its position as the newest jewel in the internationally renowned collection of architectural and engineering gems adorning San Francisco Bay.



To accomplish this, staff from the TBPOC agencies and their partners will cultivate the participation of:

- project construction workers;
- local schools and colleges;
- Bay Area museums (including Oakland Museum of California, Lawrence Hall of Science, Exploratorium), and local artists, writers and poets;
- bridge designers and peer review panelists; and
- local residents who also participated in the construction and opening of the original 1936 Bay Bridge.

The current target for opening the new East Span to regular vehicle traffic is by 5 a.m. on Tuesday, Sept. 3, 2013. Auspiciously, this date comes shortly after the expected conclusion of Louis Vuitton Cup qualifying races for the 34th America's Cup in the spectacular natural amphitheater of San Francisco Bay, and just days before the September 7 start of the America's Cup Finals. Opening the new bridge at the same time America's Cup races are taking place offers a chance for the people of the Bay Area to share the East Span celebration — as well as the region's natural beauty, colorful history, dynamic economy, and diverse communities — with the rest of the world.

The opening of the new East Span is little more than a year away. A public celebration also provides the best possible opportunity to establish among Bay Area residents — and East Bay residents in particular — a sense of connection with and even ownership of the new East Span.



*The 2013 America's Cup races provides a chance to show the bridge's opening celebration with the rest of the World.*





*the new East Span is more than just an architectural and engineering triumph, it is a symbol of the Bay Area's position as a global center of innovation.*





## Bronze, Silver and Gold

THE OPTION EXISTS to offer public (pedestrian) access to the Bay Bridge prior to its opening to vehicular traffic. The first pivotal decision in planning the East Span opening celebration is whether to provide this access. The Bronze celebration detailed on the following pages assumes an opening celebration with no public access to the bridge.

It is staff's recommendation that the TBPOC offer the public a unique opportunity to experience the span "up close and personal" during the opening celebration with some level of public access. The Silver celebration provides for a single day of public access, highlighted by a Bridge Walk, which actually would be a series of timed-access opportunities, or "waves" for groups of perhaps no more than 50,000 per wave to walk across the westbound decks of both the new East Span and the original West Span.

The Gold level is conceived as a multi-day event with a continuum of levels of access and scale of events. These would include a Bridge Run and a family bicycling event as well as a Bridge Walk.

## Bronze Level

### Single Day, No Public Access to Bridge

THE OPENING CELEBRATION for the new East Span will occur while the bridge is closed in both directions to regular vehicle traffic as Caltrans construction teams work to reconfigure the roadway on the Oakland side to align with the new span. For evaluating celebration alternatives, it is assumed that the opening event will occur during the 2013 Labor Day weekend.



*The cutting of chains by California governors has become a tradition for Bay Bridge project openings.*

A Bronze-level celebration, which could be managed largely, if not exclusively, by the TBPOC agencies, would take place on Monday, Sept. 2 at the foot of the west-bound Oakland Touchdown and would involve:

- multi-cultural/interfaith blessing ceremony for new bridge.
- ceremonial chain cutting
- remarks by public officials
- evening fireworks display

Access to the event will be limited to public officials, media, workers and invited guests.

**Challenges:** Close collaboration and coordination with Caltrans construction staff to ensure all paving and other roadway reconfiguration work has been completed prior to the event

**Costs:** The cost of a fireworks display is estimated at \$10,000 per minute for each firing position. Given the length of the Bay Bridge corridor, and the historic nature of the event, it is recommended that up to 20 positions be used for a spectacle that can be enjoyed not only from the bridge but also from both the East Bay and San Francisco shorelines. Consequently, a 10-minute display is estimated to cost \$2 million. Cost estimates for other program categories will be developed in coming weeks. An extensive but perhaps incomplete list of potential cost cat-



<b>30</b> Friday	<b>31</b> Saturday	<b>1</b> Sunday	<b>2</b> Monday
AUGUST		SEPTEMBER	



*An evening fireworks display for the East Span opening could involve up to 20 barge-mounted firing positions.*

egories for a top-notch event featuring high-ranking national and state elected officials is outlined on the following pages:

**Revenue Strategies:** Seek contributions mainly from bridge contractors to offset cost of fireworks and other production expenses. Additional funds may be generated through merchandising of:

- Official event program
- East Span apparel (hats, T-shirts, jackets, etc.)
- East Span posters
- East Span and West Span Lego kits
- Bridge Bits (small souvenir pieces construction leftovers).



# Bronze Level Costs

## Single Day, No Public Access to Bridge

### **Westbound Oakland Touchdown**

Presentation Stage – Front of House (FOH) Platform

Presentation Stage

Press Risers

VIP Risers

Camera Platforms

Tenting – Front of House (FOH) Platform

Tenting – Video Village

Tenting – Technical Coverage

Tenting – Speaker Ready / Green Room

Tenting – Press / Interview

Furniture and Décor Package – Main Stage

Furniture Package – FOH

Furniture Package – VIP Risers

Furniture Package – Video Village

Furniture Package – Technical Coverage

Furniture and Décor Package – Speaker Ready/ Green Room

Furniture and Décor Package – Press/Interview

Security Barricade – main stage and camera platforms

Speaker, VIP Restroom Equipment and Services

Main stage – Audio/ Video/and Lighting Package, including Support

Main stage – Generators and Power Distribution

### **Invited Guests' Viewing Area — Presentations, Chain Cutting and Fireworks**

Fencing and Barricade – Perimeter and Safety Sections

ADA Viewing Section – Riser and Barricade

Waste Management – Equipment Package

Restroom Compound and Servicing

Water Stations – Equipment Package

### **Press Compound**

Tenting

Press Registration/ Press Check in and Credentialing

Furniture and Decor Package

Internet – Wireless and Hard line Connectivity

Press Compound – Office Equipment and Supplies

Press Feed – Video Package/Audio

Press – Lighting Package

Waste Management Equipment

Press Restroom Compound and Services

Generators and Power Distribution

### **Westbound Oakland Touchdown Ceremonial Chain Cutting**

Chain Cutting – Set/Props

Framed Chain Sections – Commemorative Gift Frames for VIP's/Dignitaries

### **Fireworks Display**

Pyrotechnical Fees – 10-20 Minutes

Barges and Tugboats

### **Food and Beverage**

Speaker Green Rooms – Craft Services

Press Compound – Craft Services

VIP Hospitality Package

Catering Compound – Tenting, Furniture Package

Catering Compound – Power Distribution

**Graphics and Signage**

Main Stage Branding

Program Flyer

Merchandizing –

Branding and Signage

Sponsorship Fulfillment –  
Branding and Signage

Engineering – Main Stage

EMT/First Aid Services

Radios/Communications

Trucking

**Production Staff  
(pre-production  
and onsite)**

Technical Producer – Main  
stage

Technical Director – All other  
areas

Production Designer

Event Designer

Green Room Managers

VIP Liaisons

Press Check-in Staff

Venue Managers – Main  
Stage/Press Compound/ In-  
vited Guests

Project Manager – Food and  
Beverage

Project Manager –  
Security

Security Team – Main Stage  
and VIP

Security Team – Invited Guests

Project Manager –

Operations/Waste Manage-  
ment

Waste Management Team

Project Manager –  
Entrance Control

Entrance Control Team

Project Managers – Transporta-  
tion

Transportation Management  
Teams

Production Manager

Stand By/Onsite Hit Team

Production Labor

Scenic

Tenting Installation/  
Striking

Lighting

Audio

Video

Rigging

Power Distribution

IT

# Silver Level

## Single Day, Bridge Walk Event for Public

THE SILVER CELEBRATION opens the bridge to the public — with a Bridge Walk on the westbound decks of both the new East Span and the original West Span (as well a parade across the East Span) — and marks a huge leap in scale and complexity from the Bronze event.



*The 2003 opening of the new Carquinez Bridge featured a Bridge Walk with a wide safety corridor and plenty of CHP assistance.*

As with the Bronze event, the Silver celebration would take place Monday, Sept. 2. The key difference is opening the bridge to the public. Preliminary estimates by a major Bay Area event producer indicate such an event likely would attract some 1 million people. A possible itinerary of events might include:

- Multi-cultural/interfaith blessing ceremony for new bridge.
- Chain-cutting ceremony and speeches by public officials and veterans of 1936 opening;
- Opening of an activity hub that includes food, beverage and merchandise vendors; a variety of participatory activities for guests of all ages; art exhibitions; and exhibitions on the East Span project as well as on the 1936 opening of the original Bay Bridge and the 1939-40 Treasure Island World's Fair.
- Labor Day Parade from the Oakland Touchdown area to Yerba Buena Island, featuring select high school marching bands; school groups involved in TBPOC educational outreach; Bay Bridge project workers; elected officials, vintage cars, etc.
- Bridge Walk: a series of timed-access "waves" with some 50,000 people per wave.
- Evening fireworks display.





<b>30</b> Friday	<b>31</b> Saturday	<b>1</b> Sunday	<b>2</b> Monday
AUGUST		SEPTEMBER	

A Silver celebration would allow for some additional events (e.g. an air show over the bay, a concert on Treasure Island with the SAS tower providing a dramatic stage backdrop) that could be held in partnership with the America's Cup Event Authority. The Silver celebration also would allow for ancillary events to be held outside the Bay Bridge corridor during the week(s) leading up to the bridge opening. These may include:

- Black tie events for public officials, bridge contractors, etc.
- Engineering and design conference and symposium
- Exhibitions on the Bay Bridge and San Francisco Bay at the Oakland Museum of California and several other museums around the region
- Themed dances/balls such as those held during the original 1936 opening celebration
- Bridge Crawl — a series of cultural and/or scientific events that would be open to the public, and held at various locations around the Bay Area;
- Event partnerships with local sports teams (Golden State Warriors, Oakland Athletics, San Francisco Giants, Oakland Raiders, San Francisco 49ers, San Jose Sharks);
- Premiere of feature-length documentary film on the Bay Bridge East Span project; and
- Exhibitions of documentary short subjects and other programming at the new dog park below the West Span's San Francisco anchorage.



*The long Bay Bridge corridor allows for a fireworks spectacular that can be enjoyed by viewers miles from the shoreline.*

## Silver Level (continued)

### Single Day, Bridge Walk Event for Public



*Transporting Bridge Walk participants to and from the Oakland Touchdown area is among the biggest challenges TBPOC agencies and their partners will have to address.*

#### Challenges:

- Logistics
- Transportation
- Outsourcing Event Production
- Fundraising
- Coordination with Caltrans construction

The enormous expected participation in a bridge walk makes the logistical challenges of the Silver celebration far greater than those of the Bronze event. Indeed, coordination with Caltrans construction staff likely will be the easiest of the myriad challenges this level of celebration entails.

The projected attendance of 1 million is more than 30 times greater than the estimated 30,000 people who attended the 2003 opening of the new Carquinez Bridge. Thus, to coordinate an event of this size, TBPOC agency staff will require assistance from an experienced producer of large-scale events to plan and execute the celebration.

In addition to creating a quality experience for Bridge Walk participants, the event producer must:

- ensure the safety and security of participants, including access for emergency personnel;
- establish and execute a timed-access plan to limit the number of people on the west-bound bridge decks at any one time to about 100,000 or fewer;
- establish an activity hub and staging areas — complete with entertainment stages, children's activities, food/beverage services, sanitation, etc. — near the Oakland Touchdown and at a San Francisco location such as Justin Herman Plaza.
- arrange for and deliver adequate shuttle bus and/or paratransit service to the Oakland Touchdown area and other access sites from staging areas at key transit hubs;
- provide adequate shuttle bus and/or paratransit service along the event corridor;
- provide adequate food and beverage service;
- provide adequate sanitation and waste disposal /recycling services;
- contract with an experienced concert promoter to handle talent booking, ticket sales, etc., for an evening concert on Treasure Island; and
- ensure the bridge decks are ready for traffic by 5 a.m. the following morning.



<b>30</b> Friday	<b>31</b> Saturday	<b>1</b> Sunday	<b>2</b> Monday
AUGUST		SEPTEMBER	

The large scale of a Silver celebration also creates the need for an ambitious private fundraising effort. While the use of toll funds may be appropriate to provide for public safety, security and transportation, the Silver celebration would involve myriad additional expenses and create a corresponding need to raise private funds to offset these expenses. As with the description of a Bronze event, an extensive list of potential cost categories for a Silver celebration is outlined on the following pages.

### Revenue Strategies:

With the expectation that public funds will be used to pay for public safety and access, the cornerstone of the private fundraising campaign for a Silver celebration will be a corporate sponsorship program (see pages 32-36) that links the East Span opening celebration with the longer term effort to develop a Bay Bridge museum/visitor center and other improvements at the Gateway Park site in Oakland.

In addition to corporate sponsorships and merchandising opportunities identified for the Bronze-level event, a Silver celebration also offers revenues opportunities through:

- food and beverage sales
- sale of personalized bricks, concrete blocks, etc., for use in the construction of a path, wall or other structures at Gateway Park
- bridge tours during the week before Sept. 2
- sale of early-access tickets for the Bridge Walk
- concert ticket sales.
- sponsorship of hospitality sites/grandstand suites at concert venue

To limit labor costs, it is recommended that TBPOC agency and contractor staff be deployed to fill various positions under the direction of the event producer.



*The sale of personalized bricks as a proven fundraising technique for long-term public infrastructure improvements.*



*Potential revenue sources include food and beverage sales, and the sale of personalized fundraising bricks for use at the new Gateway Park site in Oakland.*



## Silver Level Costs

### Single Day, Bridge Walk Event for Public

#### **Westbound Oakland Touchdown**

Presentation Stage – Front of House (FOH) Platform

Presentation Stage

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH

Tenting – Video Village

Tenting – Technical Coverage

Tenting – Speaker Ready/Green Room

Tenting – Press/Interview

Stage Set and Furniture – Main Stage

Furniture Package – FOH

Furniture Package – VIP Risers

Furniture Package – Video Village

Furniture Package – Technical Coverage

Furniture and Décor Package – Speaker Ready/Green Room

Furniture and Décor Package – Press / Interview

Security Barricade – main stage and camera platforms

Speaker, VIP Restroom Equipment and Services

Main stage – Audio/Video/Lighting Packages, including Support

Main stage – Generators and Power Distribution

#### **Public Viewing Area — Presentations, Chain Cutting and Fireworks**

Fencing and Barricade – Perimeter and Safety Sections

ADA Viewing Section – Riser and Barricade

Waste Management – Equipment Package

Restroom Compound and Servicing

Water Stations – Equipment Package

#### **Press Compound**

Tenting

Press Registration/Press Check-in and Credentialing

Furniture and Decor Package

Internet – Wireless and Hard line Connectivity

Press Compound – Office Equipment and Supplies

Press Feed – Video Package

Press Feed – Audio

Press – Lighting Package

Waste Management Equipment

Press Restroom Compound and Services

Generators and Power Distribution

#### **Ceremonial Chain Cutting**

Chain Cutting – Set/Props

Framed Chain Sections – Commemorative Gift Frames for VIP's/Dignitaries

#### **Fireworks Display**

Pyrotechnical Fees – 10-20 Minutes

Barges and Tugboats

#### **Food and Beverage — Oakland Touchdown Support**

Speaker Green Rooms – Craft Services

Press Compound – Craft Services

VIP Hospitality Package

Catering Compound – Tenting, Furniture Package

Catering Compound – Power Distribution

**San Francisco —  
Satellite Activation****Entertainment Stage**

Main Stage – FOH Platform  
Press Risers  
VIP Risers  
Camera Platforms  
Tenting – FOH  
Tenting – Video Village  
Tenting – Technical Coverage  
Tenting – Green Rooms  
Stage Set – Main Stage  
Tenting – Video Village  
Furniture Package – FOH  
Furniture and Décor Package –  
Green Rooms  
Security Barricade – main stage  
and camera platforms  
Stage Restroom Equipment and  
Services  
Entertainment Acts – Perform-  
ance Fees  
Entertainment Hospitality  
Main stage – Audio/  
Video/Lighting Packages, in-  
cluding Support  
Main stage – Generators and  
Power Distribution

**Ambient Activities  
and Hospitality —  
San Francisco**

Children's Games Area Build  
out  
Food and Beverage Court –  
Booths, Barricade, Seating  
Waste Management Equipment  
Package  
Restroom Compound and  
Services  
Ambient Area – Audio/Lighting  
Packages  
Ambient Area – Generators  
and Power Distribution

**Treasure Island — Satellite  
Activation****Entertainment Stage**

Main Stage – FOH Platform  
Press Risers  
VIP Risers / Hospitality Suites,  
Including Hospitality and  
Staffing  
Camera Platforms  
Tenting – FOH  
Tenting – Video Village  
Tenting – Technical Coverage  
Tenting – Green Rooms  
Stage Set – Main Stage  
Concert Venue Entrance Scenic  
Treatment  
Furniture Package – FOH  
Furniture Package – Video  
Village

Furniture and Décor Package –  
Green Rooms

Bleacher Package

Security Barricade – main  
stage and camera platforms

Stage Restroom Equipment and  
Services

Opening / Closing Acts –  
Performance Fees

Main Act – Performance Fees

Ticketing and Promotion

Entrance/Ticket Management  
Equipment

Main stage – Audio/ Video/  
Lighting Packages, including  
Support

Main stage – Generators and  
Power Distribution

**Ambient Activities and  
Hospitality — Treasure Is-  
land**

Children's Games Area  
Build out

Carnival Midway Games Rides  
Package

Food and Beverage Court –  
Booths, Barricade, Seating

Waste Management Equipment  
Package

Restroom Compound and  
Services

Ambient Area – Audio/Lighting  
Packages

Ambient Area – Generators  
and Power Distribution

## Silver Level Costs (continued)

### Single Day, Bridge Walk Event for Public

#### **Parade — Oakland Touch-down to Yerba Buena Island**

Start/Finish Scenic Treatment

Route Barricade and Delin-eation Package

Parade Registration/Check-in Compound, Including Partici-pant Hospitality

Route Vehicle Rental – Classic Cars

Route Vehicle Rental – Trolley Cars

Route Vehicle Rental – Fire Trucks

Route Vehicle Rental – Bay Quackers

Route Waste Management Equipment

Route Restroom Compounds

Route – Generators and Power Distribution

#### **Bridge Walk**

Start/Finish Scenic Treatment

Route Barricade and Delin-eation Package

Distance Markers – Scenic Pieces

Bridge Walk Registration/Check in Compound

Bridge Walk Registration Web-site Design/Administration

Bridge Walk Registration Mate-rials – Onsite – Bibs, Waivers, etc.

Bridge Walk Commemorative T-shirts

Route Water Station Package

Route Waste Management Equipment

Route Restroom Compounds

Route – Generators and Power Distribution

#### **Air Show**

Air Show Production Cost

#### **Transportation — All Areas**

Shuttle Equipment – Bridge Walk, Parade, General

Shuttle Zone Equipment Pack-age

#### **Program**

##### **Documentation**

Helicopter Aerial Photography and Filming

Multiple Mobile Camera Crews

Video Editing Equipment Package

#### **Event Merchandizing — All Areas**

Merchandise Booths (Tent/Counter/Storage/Cash, Credit Register/Power/Data)

Official Commemorative Event Program

East Span apparel (hats, T-shirts, jackets, etc.)

East Span posters

East Span and West Span Lego kits

Bridge Bits (small souvenir pieces construction leftovers)

#### **Graphics and Signage — All Areas**

Main Stages Branding

Program Flyer

Public Areas – Branding and Signage

Food & Beverage – Branding and Signage

Merchandizing – Branding and Signage

Bridge Walk Start/Finish and Mileage Signage and Branding Package

Bridge Parade Signage and Branding Package

Transportation – Signage

Sponsorship Fulfillment – Branding and Signage

Directional Signage – Venues – Wide



**CAD Illustration and Design Services**

Creative Illustration Services  
CAD Plan Services

**Production Expenses — All Areas**

Production Office Compound – Trailers/Tents, Equipment & Supplies  
Storage Compound – Supplies, Merchandise  
Heavy Gear  
Janitorial Supplies  
Crew Meals  
Permitting  
Engineering Fees – Stages  
EMT / First Aid Services – Public Areas  
EMT / First Aid Services – Bridge Walk  
Radios/Communications  
Trucking

**Production Staff (pre-production and onsite)**

Executive Producer and Producers  
Lead Project Managers – Per Area  
Technical Producers – Main stages  
Technical Directors – Public Areas

Production Designers  
Event Designers  
Audio Designers  
Video Producers  
Video Directors  
Lighting Designers  
Master Electricians  
GFX Operators  
Stage Managers/Assistant Stage Managers/Green Room Managers  
VIP Liaisons  
Media Manager and Assistant Media Managers  
Venue Managers  
Project Managers – Food and Beverage  
Food and Beverage Management Team  
Project Manager – Security  
Security Teams – Main Stages/VIP Areas/Public Areas/Bridge Walk/Parade  
Production Office Managers  
Production Assistants and Runners  
Project Managers – Operations/Waste Management  
Waste Management Teams – Public Areas/Bridge Walk/Parade  
Project Managers – Bridge Walk/Parade Operations

Project Managers and Teams – Entrance Control – Public Areas  
Registration Teams – Bridge Walk / Parade  
Project Managers – Merchandizing  
Merchandizing Teams – All Areas  
Stand By/Onsite Hit Teams – All Areas  
Project Managers – Transportation  
Transportation Management Teams  
Production Labor – All Areas  
Scenic  
Tenting Installation and Striking  
Lighting  
Audio  
Video  
Rigging  
Power Distribution  
IT Labor – Media and Merchandizing  
Signal Feed Labor – Media Compound

## Gold Level

### Up to Four Days, Multiple Sites, Multiple Access Opportunities

THE GOLD CELEBRATION employs the same principle of public access outlined for the Silver celebration but adds several key elements — including a half-marathon or 10K run and a family-oriented (all-skills) bicycle ride across the bridge — and reflects the original 1936 Bay Bridge opening by spreading the events over four days and at multiple sites both within the Bay Bridge corridor and at other locations around the region.






*Participation fees for Bridge Run and Bridge Bike events can be used to defray costs for a multi-day celebration*



While the added events, multi-day time frame and multiple event locations expand the scale of the safety/security, transportation, and other logistical challenges, the Gold celebration also allows for economies of scale. These include not only more opportunities to generate revenue but also to spread the demand for public participation over a greater number of days and to spread infrastructure costs over a greater number of events.

An essential scheduling challenge for the Gold celebration is coordination with Caltrans construction staff, as the location of events/facilities in the Oakland Touch-down and Toll Plaza areas will require either that the roadway configuration work be completed by Friday night, Aug. 30 or that the work be staged in such a way that a wide safety buffer can be established and that an access corridor can be provided from the Toll Plaza to the westbound deck of the new East Span in such a way that event participants do not interfere with the contractors' work and vice-versa.

			
<b>30</b> Friday	<b>31</b> Saturday	<b>1</b> Sunday	<b>2</b> Monday
AUGUST		SEPTEMBER	



Presuming that one or the other of these requirements can be met, a possible itinerary of events might include:

#### **Friday, August 30**

- Opening of activity hub at Treasure Island with food, beverage and merchandise vendors; a carnival midway; a variety of participatory activities for guests of all ages; art exhibitions; and exhibitions on the East Span project as well as on the 1936 opening of the original Bay Bridge and the 1939-40 Treasure Island World's Fair.
- Black-tie type dinner for public officials, bridge contractors, etc., at Treasure Island concert venue.
- Evening concert at Treasure Island with SAS Tower providing a dramatic stage backdrop. This would be a ticketed event with capacity of 25,000. Public access to the venue would be provided by shuttle buses from various San Francisco locations.



*Treasure Island locations can be used as a hub for both free and ticketed activities in a multi-day celebration that could last two, three or four days.*



## Gold Level (continued)

### Up to Four Days, Multiple Sites, Multiple Access Opportunities



*"Live sites" established at strategic locations around the region can serve as localized activity centers and as staging areas for Bridge Walk shuttles.*

#### **Saturday, August 31**

- Multi-cultural/interfaith blessing ceremony for new bridge.
- Opening of satellite "live sites" at Toll Plaza and Justin Herman Plaza in San Francisco to provide staging areas for two days of events. These sites include performance/public speaking stages, children's activities, food and beverage services, sanitation facilities, etc., as well as video monitors for viewing activities elsewhere around the region.
- Morning running event. Half-marathon course across both East and West spans and back or 10K option of going just one way. Course could be configured with start/finish locations in both Oakland and San Francisco. Paid participation (likely \$60 to \$75 per person) with a limit of 20,000 participants.
- Afternoon family bike ride event across both spans and back. Paid participation (up to \$20 per person with family ticket available for no more than \$50), with some 5,000 to 10,000 participants likely.
- Evening concert at Treasure Island. Ticketed event with capacity of 25,000.

#### **Sunday, Sept. 1**

- Opening of two or more additional satellite "live sites" at transit-friendly locations in Oakland and South Bay to stage buses to transport participants to the Bridge Walk, and to provide auxiliary performance/public speaking stages, children's activities, food/beverage sales, sanitation facilities, etc., as well as video monitors for viewing activities elsewhere.



<b>30</b> Friday	<b>31</b> Saturday	<b>1</b> Sunday	<b>2</b> Monday
---------------------	-----------------------	--------------------	--------------------

A U G U S T

S E P T E M B E R



- (foot of Oakland Touchdown) Morning chain-cutting ceremony and speeches by public officials and veterans of 1936 opening
- Parade from Oakland Touchdown area to Yerba Buena Island, featuring select marching bands; school groups involved in TBPOC educational outreach; Bay Bridge project workers; elected officials, vintage cars, etc.
- Bridge Walk
- Parade of America's Cup yachts around Treasure Island and Yerba Buena Island
- Air Show over the bay
- Evening concert at Treasure Island. Ticketed event with capacity of 25,000.
- Grand finale fireworks display.



*The SAS tower provides a dramatic backdrop for main stage events on Treasure Island.*

### **Monday, Sept. 2**

- Labor Day picnic for bridge construction workers, et al., on deck of East Span
- Potential fourth concert at Treasure Island. Ticketed event with capacity of 25,000.

## Gold Level (continued)

### Up to Four Days, Multiple Sites, Multiple Access Opportunities



*Coordination with Caltrans construction activities near the Oakland Touchdown will be essential for any multi-day celebration.*



#### Challenges:

- Coordination with Caltrans construction
- Logistics
- Transportation
- Outsourcing Event Production
- Fundraising

The multi-day nature of the Gold celebration makes coordination with Caltrans construction an essential priority. Just as highlighted for the Silver level celebration, the TBPOC agency staff will require assistance from an experienced producer of large-scale events to plan and execute the celebration and to:

- ensure the safety and security of participants, including access for emergency personnel;
- establish and execute a timed-access plan to limit the number of people on the west-bound bridge decks at any one time to 100,000 or fewer;
- establish an activity hub on Treasure Island and several satellite “live sites” — complete with performance/public speaking stages, children’s activities, food and beverage services, sanitation facilities, video monitors, etc. — near the Oakland Touchdown area, in downtown San Francisco, and at strategic transit-friendly locations elsewhere around the region.
- arrange for and deliver adequate shuttle bus and/or paratransit service to Treasure Island, the Toll Plaza/Oakland Touchdown areas and other access sites from staging areas at key transit hubs;
- provide adequate shuttle bus and/or paratransit service along the event corridor;
- provide adequate food and beverage service;
- provide adequate sanitation and waste disposal /recycling services;
- contract with an experienced concert promoter to handle talent booking, ticket sales, etc., for an evening concert on Treasure Island; and
- ensure the bridge decks are ready for traffic by 5 a.m. the following morning.



			
<b>30</b> Friday	<b>31</b> Saturday	<b>1</b> Sunday	<b>2</b> Monday
AUGUST		SEPTEMBER	

The larger scale of the Gold celebration almost certainly will result in higher overall expenses and thus establish a higher target for private fundraising efforts than that required for a one-day Silver celebration. Cost estimates for specific program categories will be developed in coming weeks. An extensive but likely incomplete list of identified cost categories is presented below: The extra costs of the Gold celebration may be offset by economies of scale. Set-up and break-down costs for the concert venue, for instance, are no higher for a three- or four-concert series (Gold) than for a single concert (Silver). The proposed Labor Day schedule offers a noteworthy opportunity to reduce costs by sharing set-up and break-down expenses with the sponsors of the Oracle World event.

### **Revenue Strategies:**

As with the Silver celebration, a sponsorship program that links the East Span opening celebration with the longer term effort to develop a Bay Bridge museum/visitor center and other improvements at the Gateway Park site forms the cornerstone of the private fundraising campaign for the Gold celebration. Principles of the sponsorship camp program are outlined on pages 32-36.

The multi-day Gold celebration also offers more opportunities for sales revenue than are available for the one-day Bronze- or Silver-level events. These include:

- 3 (or even 4) times the number of ticket sales for concerts at Treasure Island venue
- sponsorship of hospitality sites / grandstand suites at concert venue
- participation fees for running and bicycling events;
- food /beverage/merchandise sales at the Treasure Island activity hub, and satellite “live sites” at Toll Plaza/Oakland Touchdown area, downtown San Francisco and other locations around the region.
- sale of personalized bricks, concrete blocks, etc., for use in the construction of a path, wall or other structures at Gateway Park
- bridge tours — including after-hours access — during the preceding week
- early-access tickets for the Bridge Walk

Again, as with the Silver celebration, labor costs for the Gold celebration can be reduced somewhat by deploying TBPOC agency and contractor staff to fill various positions under the direction of the event producer.

## Gold Level Costs

### Up to Four Days, Multiple Sites, Multiple Access Opportunities

#### **Treasure Island Activation — Friday-Sunday**

##### **Entertainment Stage — Concert Venue — Friday, Saturday, Sunday**

Main Stage – Front of House  
(FOH) Platform

Press Risers

VIP Risers/Hospitality Suites,  
Including Hospitality and  
Staffing

Camera Platforms

Tenting – FOH and Video  
Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Concert Venue Entrance Scenic  
Treatment

Furniture Packages – FOH and  
Video Village

Furniture and Décor Package –  
Green Rooms

Bleacher Package

Security Barricade – main  
stage and camera platforms

Stage Restroom Equipment  
and Services

Opening/Closing Acts –  
Performance Fees

Main Acts – Performance Fees

Ticketing and Promotion

Entrance/Ticket Management  
Equipment

Main stage – Audio Package

Main stage – Video Package,  
including Support

Main stage – Lighting Package

Main stage – Generators and  
Power Distribution

##### **Ambient Activities and Hospitality — Treasure Island — Friday-Sunday**

Children's Games Area Build  
out

Carnival Midway Games and  
Rides Package

Treasure Island Bridge Art and  
History Tent – Infrastructure  
and Exhibits

Food and Beverage Court –  
Booths, Barricade, Seating

Remote Press Compound –  
Tenting, Furniture, Internet and  
Power Capabilities

Waste Management Equip-  
ment Package

Restroom Compound and  
Services

Ambient Area – Audio Pack-  
age

Ambient Area – Lighting Pack-  
age

Ambient Area – Generators  
and Power Distribution

#### **Treasure Island Black Tie Event — Friday Night**

VIP Event Tent and Staging

Food and Beverage – Full  
Catering Package

Furniture and Décor

Event Entertainment

Video Package

Lighting Package

Audio Package

Generator and Power  
Distribution

#### **Live Site Activation — Toll Plaza — Saturday, Sunday**

Children's Games Area Build  
out

Food and Beverage Court –  
Booths, Barricade, Seating

Remote Press Compound –  
Tenting, Furniture, Internet and  
Power Capabilities

Waste Management Equip-  
ment Package

Restroom Compound and  
Services

Ambient Area – Audio Pack-  
age

Ambient Area – Lighting Pack-  
age

Ambient Area – Video Package

Ambient Area – Generators  
and Power Distribution

**Entertainment Stage —  
Toll Plaza — Saturday,  
Sunday**

Main Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH and Video  
Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Furniture Packages – FOH and  
Video Village

Furniture and Décor Package  
– Green Rooms

Security Barricade – main  
stage and camera platforms

Stage Restroom Equipment  
and Services

Entertainment Acts – Perform-  
ance Fees

Entertainment Hospitality

Main stage – Audio Package

Main stage – Video Package,  
including Support

Main stage – Lighting Package

Main stage – Generators and  
Power Distribution

**San Francisco Live Site  
Activation — JH Plaza —  
Saturday, Sunday**

Children's Games Area Build  
out

Food and Beverage Court –  
Booths, Barricade, Seating

Remote Press Compound –  
Tenting, Furniture, Internet and  
Power Capabilities

Waste Management Equip-  
ment Package

Restroom Compound and  
Services

Ambient Area – Audio Pack-  
age

Ambient Area – Lighting Pack-  
age

Ambient Area – Generators  
and Power Distribution

**Entertainment Stage — JH  
Plaza — Saturday, Sunday**

Main Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – Video Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Furniture Packages – FOH and  
Video Village

Furniture and Décor Package  
– Green Rooms

Security Barricade – main  
stage and camera platforms

Stage Restroom Equipment  
and Services

Entertainment Acts – Perform-  
ance Fees

Entertainment Hospitality

Main stage – Audio and Video  
Packages, including Support

Main stage – Lighting Package

Main stage – Generators and  
Power Distribution

**Bridge Run — Saturday**

Start/Finish Scenic Treatment

Route Barricade and Delin-  
eation Package

Distance Markers – Scenic  
Pieces

Bridge Run Registration/Check  
in Compound

Bridge Run Registration Web-  
site Design/Administration

Bridge Run Registration Mate-  
rials – Onsite – Bibs, Waivers,  
etc.

Bridge Run Commemorative  
T-shirts

Route Water Station Package

Route Waste Management  
Equipment

Route Restroom Compounds

Route – Generators and Power  
Distribution



## Gold Level Costs (continued)

### Up to Four Days, Multiple Sites, Multiple Access Opportunities

#### **Family Bike Ride — Saturday**

Start/Finish Scenic Treatment

Route Barricade and Delin-  
eation Package

Distance Markers – Scenic  
Pieces

Bridge Ride Registration/Check  
in Compound

Bridge Ride Registration Web-  
site Design/Administration

Bridge Ride Registration Mate-  
rials – Onsite – Bibs, Waivers,  
etc.

Bridge Ride Commemorative  
Jerseys

Route Water Station Package

Route Waste Management  
Equipment

Route Restroom Compounds

Route – Generators and Power  
Distribution

#### **TBD Live Site #3 Activation — Sunday**

Children's Games Area Build  
out

Food and Beverage Court –  
Booths, Barricade, Seating

Remote Press Compound –  
Tenting, Furniture, Internet and  
Power Capabilities

Waste Management Equip-  
ment Package

Restroom Compound and  
Services

Ambient Area – Audio Package

Ambient Area – Lighting  
Package

Ambient Area – Video Package

Ambient Area – Generators  
and Power Distribution

#### **Entertainment Stage — Live Site #3 – Sunday**

Main Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH and Video  
Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Furniture Packages – FOH and  
Video Village

Furniture and Décor Package –  
Green Rooms

Security Barricade – main  
stage and camera platforms

Stage Restroom Equipment  
and Services

Entertainment Acts – Perform-  
ance Fees

Entertainment Hospitality

Main stage – Audio Package

Main stage – Video Package,  
including Support

Main stage – Lighting Package

Main stage – Generators and  
Power Distribution

#### **TBD Live Site #4 Activation — Sunday**

Children's Games Area Build  
out

Food and Beverage Court –  
Booths, Barricade, Seating

Remote Press Compound –  
Tenting, Furniture, Internet and  
Power Capabilities

Waste Management Equip-  
ment Package

Restroom Compound and  
Services

Ambient Area – Audio Pack-  
age

Ambient Area – Lighting Pack-  
age

Ambient Area – Video Package

Ambient Area – Generators  
and Power Distribution

#### **Entertainment Stage — Live Site #4 — Sunday**

Main Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH and Video Village

Tenting – Technical Coverage

Tenting – Green Rooms

Stage Set – Main Stage

Furniture Packages – FOH and Video Village

Furniture and Décor Package – Green Rooms

Security Barricade – main stage and camera platforms

Stage Restroom Equipment and Services

Entertainment Acts – Performance Fees

Entertainment Hospitality

Main stage – Audio Package

Main stage – Video Package, including Support

Main stage – Lighting Package

Main stage – Generators and Power Distribution

**Westbound Oakland Touchdown — Presentations, Chain Cutting Ceremony — Sunday**

Presentation Stage – FOH Platform

Press Risers

VIP Risers

Camera Platforms

Tenting – FOH and Video Village

Tenting – Technical Coverage

Tenting – Speaker Ready/Green Room

Tenting – Press/Interview

Stage Set and Furniture – Main Stage

Furniture Package – VIP Risers

Furniture Packages – FOH and Video Village

Furniture Package – Technical Coverage

Furniture and Décor Package – Speaker Ready / Green Room

Furniture and Décor Package – Press / Interview

Security Barricade – main stage and camera platforms

Speaker, VIP Restroom Equipment and Services

Main stage – Audio Package

Main stage – Video Package, including Support

Main stage – Lighting Package

Main stage – Generators and Power Distribution

Chain Cutting – Set/Props

Framed Chain Sections – Commemorative Gift Frames for VIPs/Dignitaries

**Food and Beverage — Oakland Touchdown Support — Sunday**

Speaker Green Rooms – Craft Services

Press Compound – Craft Services

VIP Hospitality Package

Catering Compound – Tenting, Furniture Package

Catering Compound – Power Distribution

**Parade — Oakland Touchdown to Yerba Buena Island — Sunday**

Start/Finish Scenic Treatment

Route Barricade and Delin-eation Package

Parade Registration/Check in Compound, Including Participant Hospitality

Route Vehicle Rental – Classic Cars

Route Vehicle Rental – Trolley Cars

Route Vehicle Rental – Fire Trucks

Route Vehicle Rental – Bay Quackers

Route Waste Management Equipment

Route Restroom Compounds

Route – Generators and Power Distribution

## Gold Level Costs (continued)

### Up to Four Days, Multiple Sites, Multiple Access Opportunities

#### **Bridge Walk — Sunday**

Start/Finish Scenic Treatment

Route Barricade and Delin-  
eation Package

Distance Markers – Scenic  
Pieces

Bridge Walk  
Registration/Check in Com-  
pound

Bridge Walk Registration Web-  
site Design/Administration

Bridge Walk Registration  
Materials – Onsite – Bibs,  
Waivers, etc.

Bridge Walk Commemorative  
T-shirts

Route Entertainment Stations –  
Acts

Route Entertainment Stations –  
Localized Audio Systems

Route Water Station Package

Route Waste Management  
Equipment

Route Restroom Compounds

Route – Generators and Power  
Distribution

#### **Parade of Yachts — Sunday**

Parade of Yachts Production  
Cost

#### **Air Show — Sunday**

Air Show Production Cost

#### **Fireworks Display — Sunday**

Pyrotechnical Fees – 10-20  
Minutes

Barges and Tugboats

#### **East Span Bride Worker Picnic — Monday**

VIP Event Tent and Staging

Food and Beverage – Full  
Catering Package

Furniture and Décor

Event Entertainment

Video Package

Lighting Package

Audio Package

Generator and Power Distribu-  
tion

#### **Transportation — All Areas — Friday-Monday**

Shuttle Equipment – Bridge  
Walk, Parade, General

Shuttle Zone Equipment Pack-  
age

#### **Press Compound — Oper- ational Friday-Monday**

Tenting

Press Registration / Press  
Check in and Credentialing

Furniture and Decor Package

Internet – Wireless and Hard  
line Connectivity

Press Compound – Office  
Equipment and Supplies

Press Feed – Audio/Video and  
Lighting Packages

Waste Management Equip-  
ment

Press Restroom Compound  
and Services

Generators and Power Distri-  
bution

#### **Program Documentation — Friday-Monday**

Helicopter Aerial Photography  
and Filming

Multiple Mobile Camera  
Crews

Video Editing Equipment Pack-  
age

#### **Event Merchandizing — All Areas — Friday-Monday**

Merchandise Booths  
(Tent/Counter/Storage/Cash,  
Credit Register/Power/Data)

Official Commemorative Event  
Program

East Span apparel (hats, T-  
shirts, jackets, etc.)

East Span posters

East Span and West Span Lego  
kits

Bridge Bits (small souvenir  
pieces construction leftovers)



### **Graphics and Signage – All Areas**

Main Stages Branding  
Program Flyer  
Public Areas/Live Site 1-4 – Branding and Signage  
Special Events and Ceremonies – Branding and Signage  
Food & Beverage – Branding and Signage  
Merchandizing – Branding and Signage  
Bridge Run Start/Finish and Mileage Signage and Branding Package  
Bridge Bike Ride Start/Finish and Mileage Signage and Branding Package  
Bridge Walk Start/Finish and Mileage Signage and Branding Package  
Bridge Parade Signage and Branding Package  
Transportation – Signage  
Sponsorship Fulfillment – Branding and Signage  
Directional Signage – Venue-Wide

### **CAD Illustration and Design Services**

Creative Illustration Services  
CAD Plan Services  
Production Expenses — All Areas  
Production Office Compound – Trailers/Tents  
Production Office Compound – Equipment and Supplies  
Storage Compound – Supplies, Merchandise  
Heavy Gear  
Janitorial Supplies  
Crew Meals  
Permitting  
Engineering Fees – Stages  
EMT / First Aid Services – Public Areas  
EMT / First Aid Services – Bridge Run  
EMT / First Aid Services – Bridge Ride  
EMT / First Aid Services – Bridge Walk  
EMT / First Aid Services – Bridge Parade  
Radios/Communications  
Trucking

### **Production Staff (pre-production and onsite)**

Executive Producer  
Producers  
Lead Project Managers – Per Area/Live Site/Special Event  
Technical Producers – Main Stages, All Sites  
Technical Directors – Public Areas  
Production Designers  
Event Designers  
Audio Designers  
Video Producers  
Video Directors  
Lighting Designers  
Master Electricians  
GFX Operators  
Stage Managers/Assistant Stage Managers  
Green Room Managers  
VIP Liaisons/Media Manager/Assistant Media Managers  
Venue Managers  
Project Managers – Food and Beverage  
Food and Beverage Management Team  
Project Manager – Security  
Security Teams – Main Stages and VIP Areas

## Gold Level Costs (continued)

### Up to Four Days, Multiple Sites, Multiple Access Opportunities

Security Teams – Public Areas

Security Teams – Bridge  
Run/Bridge Ride/Bridge  
Walk/Parade

Production Office Managers

Production Assistants and  
Runners

Project Managers – Opera-  
tions/Waste Management

Waste Management Teams –  
Public Areas

Waste Management Teams –  
Bridge Run

Waste Management Teams –  
Bridge Ride

Waste Management Teams –  
Bridge Walk

Waste Management Teams –  
Parade

Project Managers – Bridge  
Run/Bridge Ride/Bridge  
Walk/Parade Operations

Project Managers – Entrance  
Control – Live Sites 1-4, Bridge  
Access

Entrance Control Teams – Live  
Sites 1-4, Bridge Access

Registration Teams – Bridge  
Run / Bridge Ride / Bridge  
Walk / Parade

Project Managers – Merchan-  
dizing

Merchandizing Teams – All  
Areas

Production Managers

Stand By/Onsite Hit Teams –  
All Areas

Project Managers – Trans-  
portation

Transportation Management  
Teams

#### **Production Labor — All Areas**

Scenic – Vendor Labor

Scenic – Union Labor

Tenting – Install/Strike Labor

Lighting – Vendor Labor

Lighting – Union Labor

Audio – Vendor Labor

Audio – Union Labor

Video – Vendor Labor

Video – Union Labor

Rigging – Union Labor

Power Distribution – Union  
Labor

IT Labor – Media and Mer-  
chandizing

Signal Feed Labor – Media  
Compound



## Sponsorship Program Spearheads Private Funding Campaign

BECAUSE THE TBPOC AGENCIES are not well equipped to pursue private funding, a Silver- or Gold-level celebration requires a working arrangement with a nonprofit partner that will provide a vehicle for private fundraising.

Partnerships with 501(c)(3) nonprofits are an increasingly common vehicle for public agencies to leverage modest investments of public funds to attract private support for large-scale civic celebrations and other events. The Golden Gate Bridge, Highway & Transportation District, for example, has teamed with the nonprofit Golden Gate Parks Conservancy to organize its 2012 celebration of the Golden Gate Bridge's 75th anniversary. BART worked with a nonprofit known as Friends of BART to the Airport to finance the 2003 gala that marked the opening of the system's SFO Extension project. Other examples of public agencies working with nonprofits include East Bay Regional Parks and the City and County of San Francisco's Parks and Recreation Department.

Far more private support is likely to be generated through corporate sponsorships than through direct contributions to a partner nonprofit. Consequently, BATA has consulted with Novato-based Bartram Sponsorship Strategies (BSS) to assess prospects for a sponsorship campaign that can be employed for a Silver or Gold celebration. BSS's initial appraisal indicates:

- Themes of innovation, vision and connectedness can be easily interwoven into activities celebrating the opening of the new East Span, calling attention to the technologies and ingenuity employed by the agencies and contractors that contributed to the project.
- The coincidence of the East Span opening and the 2013 America's Cup races — and the prospect of Gateway Park development and Bay Bridge interpretive programming — add to the fundraising potential for a celebration during this period.

It is in this context that BSS has provided the following concepts and recommendations, as well as a clear and undisguised pitch at the conclusion for continuing engagement with the TBPOC:





## Introduction

The purpose of this document is to provide the TBPOC with direction and ideas to create the most appropriate and meaningful program for a wide range of constituents, which ultimately serves to drive value for media and corporate partners. Certain standard practices should be followed and, ultimately, true value must be offered to the corporate market. The following is a high level guide for generating corporate partners for the East Span opening celebration and related activities by taking an integrated approach, with each program action building exponential value for constituents and partners.

## Objectives

The objectives of this document are to provide initial direction to the organizing body including:

- How to design a program that appeals to corporate partners who will provide funding and other forms of support to underwrite the re-opening celebration and related extensions
- Primary parties involved in the program's foundational partner ecosystem
- Forms of value necessary to maximize the investments made by corporate partners
- Ways to work with media and other complementary partners to address core mission-based needs and to help generate value for corporate partners
- Key elements of a program that will serve as attractors for the various partners sought
- Challenges to be considered in planning the work
- Timing issues to be considered
- Projected range of revenue to be sought from corporate partners

## Primary Elements

In projecting the primary elements of the Bay Bridge program, as well as the issues, needs and revenue that follows, we are operating under the assumption that the following elements will be part of the program:

- **A clear call to action** related to the Bay Bridge, its environs and the citizens that use it that engages the public in a form that partners can help support
- **A social mission**, which could include the funding of a new East Bay park and visitors center for the Bay Bridge
- **Physical improvements to the waterfront** including the possible development of parklands and a Bay Bridge visitors center or other educational and interpretive material
- **A substantial promotional campaign** that includes web actions, broadcast and print media, out-of-home advertising, and events
- **A major public event** designed to attract an audience in the hundreds of thousands, spread over at least two days and taking place in locations on both sides of the bay as well as on the bridge itself
- **Community involvement** through the engagement of institutions and individuals that brings the celebration to the grassroots over an extended period of time

Each of these elements represents a key area of activity that will serve to address the overarching mission of the public agencies involved. These elements can be shaped to offer solutions to public needs in a form that also provides the value required by corporate partners to justify substantial sponsorship investments.

## Primary Ecosystem Partners

### *Leadership/Agency*

**Bay Area Toll Authority/Metropolitan Transportation Commission (BATA/MTC)** – the assumption is that BATA will serve as the contracting agency on behalf of the TBPOC.

**California State Department of Transportation (Caltrans)** – coordination with the state agency that owns and operates the Bay Bridge is imperative to minimize disruption and to generate cohesion among key partners

**California Transportation Commission (CTC)** – similarly, coordination with the third TBPOC agency is imperative to minimize disruption and to generate cohesion among key partners

**Nonprofit** – partnership with a non-profit organization is critical for accessing funds from corporate charitable sources, and helps to direct certain aspects of the program including physical site improvements and interpretive/educational content

### *Needed Partners/Roles to be Filled*

**Project Management** (*celebration, parklands*) – a lead person or agency to oversee the coordination of all elements of the program

**Partner Recruitment and Management** – individual or agency to create a partner program, take the program to market to recruit media and corporate partners, and manage fulfillment

**Communications Coordination** – lead individual or organization to coordinate communications including web actions, advertising, promotion and publicity; much of which will be provided by partners so this role needs to closely interface with Partner Recruitment and Management

**Community Engagement** – an individual or agency to oversee coordination of involvement among community organizations, education and other public service entities

**Event Production** – a company to produce the celebration events and related actions

## Projected Partner Structure/Revenue

The following is a possible structure for recruiting and organizing corporate and media partners. Depending on the various elements and assets ultimately included, this structure may need to be substantially altered. We also provide some broadly estimated partnership “fees”. Final pricing is dependent on elements and benefits ultimately included, number of companies at each level (fewer companies generate higher fees from each), and general scope and appeal of the program and partnership offering. Pricing also is based on comparable partnership offerings including major events, cause actions, sports/entertainment sponsorships and related media extensions.

**Lead Corporate Partners** – We recommend between two and four major corporate partners to lead the effort, each of which is integrated into all elements of the program with custom extensions. Realistic revenue goals range from \$500,000 to \$2 million from each of these companies, with the upper end reflecting a robust program and commercial offering and limited corporate participation (likely one company at this investment level).

**2nd Tier Corporate Partners** – These companies value high-profile positions but don’t require (or can’t fund) a lead role; companies at this level still receive category exclusivity and substantial value/brand integration. Revenue goals range from \$200K to \$500K with the same variables as above. We project between five and eight companies at this level with pricing set by the value of the offering, scope of the program and the value of the upper level opportunity.



**Supporting/Target Partners** – Many companies will want some form of involvement in all or targeted aspects of the program, and various packages can be developed to hold corporate partners at this level. Fees can range from \$25,000 to \$100,000, with much creativity applied in how packages are designed. There is no maximum number of partners at this level beyond what the market will bear – we project between \$500,000 and \$1 million in revenue from this level depending on all of the previously mentioned variables.

**Other Revenue Streams** – Other revenue streams can include hospitality opportunities (selling space for corporate entertainment at a major event); fundraising through major donors and traditional methods as well as creative efforts through social media and mobile tech; donations generated by corporate partners; and food and beverage sales at events.

**Media Partners** – Partnerships with media and online companies should be developed, each of which provide in-kind promotion and programming support into which corporate partners can be integrated. Media partnerships should encompass the television, radio, print and online sectors. All media partners should utilize their online platforms to create an ecosystem that generates exponentially powerful viral presence. These need to be reciprocal by nature where each partner promotes the other as well as major corporate partners; media partners also need tools for generating revenue to underwrite their in-kind promotion. Collaborating with media partners can also lead to accessing cash-paying partners that buy combined partnership/advertising packages.

**Total projected partnership revenue based on this approach** – likely from \$3 million to \$6 million, with higher (or lower) revenues possible depending upon a wide range of factors.

### **Primary Benefits for Corporate/Media Partners**

To generate these revenues it is assumed that partners will be integrated into all primary program elements in a manner commensurate with their investment and scaled by level of participation. With *many* details to be determined in each area, primary benefit categories include:

- **Positioning** – Includes category rights, official partner status, access to intellectual property and proprietary imagery and associative value;
- **Social action/cause linkage** – Partner linkage to any cause actions such as parkland development, education extensions and/or visitor improvements, and community engagement;
- **Brand integration** – Tasteful and appropriate commercial (logo) recognition in all aspects of the program;
- **Media integration** – Logo and content integration into media and other communications-related benefits;
- **Onsite integration** – At Bay Bridge, eventual Gateway Park site, visitor center and/or other official venue improvements or commemorative platforms;
- **Event presence** – Standard array of event-related benefits including “owned” (named) platform, promotional space and brand integration, and custom programs;
- **Hospitality/special experiences** – Space for entertaining guests and employees, access to unique experiences for executives.





## Keys to Success

To generate the results sought, the following is a summary of best practices to be considered:

**Coordinate all elements** – All activities should be coordinated with one centrally-managed partnership program to guarantee delivery of major partner benefits and to avoid undermining of recruitment efforts.

**Establish as a region-wide celebration** – Take advantage of media reach, corporate locations and large regional population by creating the program in a form that appeals to residents living throughout the nine-county area (and beyond); this, in turn, increases corporate value and the number of companies that become viable partners.

**Build in technology extensions** – Use technology to communicate stories, engage the audience and attract and serve partners; partners can be recruited to help develop and fund these extensions, which, in turn, increase the value and appeal of partnership offerings.

**Be ready to customize** – A structured program is required to attract and hold corporate and media partners, but customization is required to secure most major partners; flexibility and a willingness to truly collaborate are essential attributes of a successful partnership effort.

**Stay true to social mission** – Develop social causes and actions to engage the community including fundraising, education and institutional support. Integrate corporate partners into these actions; focusing on the social mission allows for corporate partners to be better accepted by the public and provides a channel through which charitable funding can be accessed (a non-profit partner is a critical feature of the project leadership hierarchy for this reason).

**Be ready to provide commercial value** – While the program will be designed for the public benefit, providing commercial value to major partners is critical; brand integration, product sales opportunities and rights to develop sales-related promotions are all critical to establishing the types of major partnerships advocated here.

**Keep it all together** – Don't fragment the program by allowing companies access without coming in through official channels; maintain program integrity and value by controlling who can offer corporate association with the overall program and its various parts. In other words, don't give various internal partners and constituents the ability to recruit their own corporate partners that would then compete with program sponsors recruited in an official capacity.

**Allow sufficient time** – Starting early and getting to market at least a year prior to funding needs is essential (see timeline below); keep in mind that a few months are typically needed to prepare for the partnership marketplace – the program needs to be established, partner benefits identified, primary program actions planned at a certain level, and communication materials created.

**Engage partners/vendors with expertise** – The governing agencies must retain outside producers and consultants to develop and facilitate the desired actions, accessing the expertise required to generate the results sought; once retained, the directing agencies need to fully support consultants and provide information and access required to generate the success desired.



### **Timeline/Process**

Projecting toward the development of a culminating series of events over Labor Day 2013, the following high-level projected timeline outlines the work required to develop a major corporate/media partnership program that provides substantial funding and promotional value for the overall effort. This requires much internal collaboration and coordination among all primary organizing agencies and external service providers retained to help produce the program.

**Jan.-June 2012** Determine primary elements of the celebration; create partnership program; recruit complementary partners, including media, which generate value for corporate partners; get sign-off from lead agencies in order to enter the market with a mandate.

**July-Dec. 2012** Recruit corporate partners in a systematic, category-specific form; partners are developed through high-level contacts and executive relationships as well as through traditional relationship development channels. Program actions continue to be developed and defined concurrent with partner recruitment work. The program should be ready for public launch in Jan. 2013 with major partners committed, contracts in place and initial funds received.

**Jan.-April 2013** Initial program actions get underway, with moderate promotion of coming attractions and major corporate partners; focus is on community engagement, fundraising, and planning. Final corporate partnerships are closed, contracted and activated.

**April-Aug. 2013** Primary program actions get underway with buildup to the main event; media and other promotions move into high gear. All corporate partners are signed and fees paid.

**Aug.-Sept. 2013** The main event takes place on Labor Day weekend with substantial promotion through the preceding weeks via web action, media partners and other assets.

**Sept.-Dec. 2013** Non-event actions continue and partnerships are, for the most part, completed, with program recaps and recognition provided.

### **Proposed Role for Bartram**

Given our role to date as an unofficial adviser on this project; our successful work on the comparable Golden Gate Bridge 75<sup>th</sup> Anniversary; and our track record of developing new programs, events and venues and the partnerships that support them, Bartram is an ideal service provider for the Bay Bridge celebration. At the appropriate time, we will provide a formal proposal, but some of the roles we can perform include:

- Lead management of the corporate and media partner program (includes program development, activation; partner recruitment and activation)
- Communications planning
- Cause-related concept development and activation
- Overarching program development and management functions

We would seek to be retained on a fee basis by annual contract, with revenue sharing (commissions) funding the work once it reaches a certain level of maturity.

# The Bay Bridge 2013 Opening Celebration

## Bronze Level

**Date:** Monday, September 2, 2013

Time	Oakland Touch Down/Toll Booth	Bay Bridge	Treasure Island	Live Site – Oak. Jack London Sq	Live Site – SF Justin Herman Plaza	Air and Sea
5:30 PM		Ceremonial Chain Cutting				
6:00 PM						
6:30 PM						
7:00 PM		Remarks by Public Officials				
7:30 PM						
8:00 PM		Evening Fireworks Display				
8:30 PM						

## Silver Level

6:00 AM	Cultural Blessings	Sunrise Bridge Walk- Wave #1		Real Food Festival	Farmer's Market	Local Yacht Club Regatta
6:30 AM						
7:00 AM						
7:30 AM						
8:00 AM	Ceremonial Chain Cutting	Bridge Walk Wave #2		Simulcast of Chain Cutting	Simulcast of Chain Cutting	America's Cup Yacht Expo
8:30 AM						
9:00 AM						
9:30 AM						
10:00 AM						
10:30 AM		Live Local Bands	Cooking Demos/ Local Entertainment	Parade of Navy Ships		
11:00 AM						
11:30 AM		Parade	Simulcast of Parade Coverage	Simulcast of Parade Coverage		
12:00 PM						
12:30 PM		Salute to Local Heros	Simulcast of Salute to Local Heros	Simulcast of Salute to Local Heros	Hot Air Balloon Show  Air Show — Canadian Birds	
1:00 PM						
1:30 PM						
2:00 PM	Bridge Walk Wave #3	Live Local Bands	Cooking Demos/ Local Entertainment	Air Show — Blue Angels		
2:30 PM						
3:00 PM	Interviews on Bridge	Simulcast of Interviews on Bridge	Simulcast of Interviews on Bridge	Paddle Boat Race  Wooden Boat Race		
3:30 PM						



## Silver Level (continued)

**Date:** Monday, September 2, 2013

Time	Oakland Touch Down/Toll Booth	Bay Bridge	Treasure Island	Live Site – Oak. Jack London Sq Live Local Bands (cut to T.I. & Brige Walk)	Live Site – SF Justin Herman Plza Wine Tasting & Local Celebrity Chef Demo	Air and Sea
4:00 PM						
4:30 PM						
5:00 PM						
5:30 PM			Festival Midway Games/F&B 4 PM - 11 PM			
6:00 PM						
6:30 PM						
7:00 PM						
7:30 PM						
8:00 PM				Simulcast of Live Coverage of Treasure Island Main Stage	Simulcast of Live Coverage of Treasure Island Main Stage	
8:30 PM			Headliner Concert			
9:00 PM						
9:30 PM						
9:45 PM			Fireworks			
10:00 PM			Festival Continued			
10:30 PM			Departure from Concert			
11:00 PM						

## Gold Level

**Date:** Friday, August 30, 2013

Time	Treasure Island	Treasure Island Building 1		
4:00 PM				
4:30 PM				
5:00 PM				
5:30 PM	Festival Midway Games / F & B 4:00 PM - 11 PM			
6:00 PM				
6:30 PM				
7:00 PM				
7:30 PM				
8:00 PM				
8:30 PM		Black Tie Event		
9:00 PM	Headliner Concert	Venues: Bldg 1, Bldg 3 and Tent		
9:30 PM				
9:45 PM				
10:00 PM	Festival Continued & Departure from Concert			
10:30 PM				
11:00 PM				

## Gold Level (continued)

**Date:** Saturday, August 31, 2013

Time	Oakland Touch Down/Toll Booth	Bay Bridge	Treasure Island	Live Site – Oak. Jack London Sq	Live Site – SF Justin Herman Plaza	Air and Sea
6:00 AM						
6:30 AM						
7:00 AM						
7:30 AM						
8:00 AM		Half Marathon or 10 k Run		Real Food Festival	Farmer's Market	Local Yacht Regatta
8:30 AM						
9:00 AM				Simulcast Ribbon Cutting Ceremony / Entrance to public bridge walks	Simulcast Ribbon Cutting Ceremony / Entrance to public bridge walks	
9:30 AM	Ribbon Cutting Ceremony / Entrance to public bridge walks					
10:00 AM						
10:30 AM						
11:00 AM						Parade of Navy Ships
11:30 AM		Bridge Walk Wave #1				
12:00 PM						
12:30 PM				Live Local Bands	Cooking Demonstrations/Local Entertainment	Hot Air Balloon Show
1:00 PM						
1:30 PM						Wooden Boat Race
2:00 PM		Public Bridge Walk Wave #2				Paddle Board Race
2:30 PM						
3:00 PM		Interviews on Bridge		Simulcast Interviews on Bridge	Simulcast Interviews on Bridge	Kite Festival
3:30 PM						
4:00 PM				Live Local Bands (cut to Treasure Is. & Bridge Walk)	Wine Tasting & Local Celebrity Chef Demos	
4:30 PM						
5:00 PM						
5:30 PM			Festival Midway games / F&B 4:00 PM - 11:00 PM			
6:00 PM						
6:30 PM						
7:00 PM						
7:30 PM				Simulcast of Live Coverage of Treasure Island Main Stage	Simulcast of Live Coverage of Treasure Island Main Stage	
8:00 PM						
8:30 PM						
9:00 PM			Headliner Concert			
9:30 PM						
10:00 PM						
10:30 PM			Festival Continued & Concert Departure			
11:00 PM						

## Gold Level (continued)

**Date:** Sunday, September 1, 2013

Time	Oakland Touch Down/Toll Booth	Bay Bridge	Treasure Island	Live Site – Oak. Jack London Sq	Live Site – SF Justin Herman Plza	Air and Sea
6:00 AM						
6:30 AM						
7:00 AM						
7:30 AM	Cultural Blessings					Dragon Boat Expo
8:00 AM		Family Bike Ride		Real Food Festival	Farmer's Market	
8:30 AM						
9:00 AM	Ribbon Cutting Ceremony / Entrance to public bridge walks			Simulcast Ribbon Cutting Ceremony / Entrance to public bridge walks	Simulcast Ribbon Cutting Ceremony / Entrance to public bridge walks	America's Cup Yacht Expo
9:30 AM						
10:00 AM		Bridge Walk Wave #1		Live Local Bands	Cooking Demonstrations/Local Entertainment	
10:30 AM						
11:00 AM						
11:30 AM		Parade		Simulcast of Parade Coverage	Simulcast of Parade Coverage	Parade of Navy Ships
12:00 PM						
12:30 PM						
1:00 PM		Salute to Local Heros		Simulcast Salute to Local Heros	Simulcast Salute to Local Heros	Hang Gliding Contest
1:30 PM						Air Show – Canadian Birds
2:00 PM		Bridge Walk Wave #2		Live Local Bands	Cooking Demonstrations/Local Entertainment	Air Show – Blue Angels
2:30 PM						
3:00 PM		Interviews on Bridge		Simulcast Interviews on Bridge	Simulcast Interviews on Bridge	Paddle Board Race
3:30 PM				Live Local Bands (cut to Treasure Is. & Bridge Walk)	Wine Tasting & Local Celebrity Chef Demos	Kite Festival
4:00 PM						
4:30 PM						
5:00 PM						
5:30 PM			Festival Midway games / F&B 4:00 PM - 11:00 PM			
6:00 PM						
6:30 PM						
7:00 PM						
7:30 PM				Simulcast of Live Coverage of Treasure Island Main Stage	Simulcast of Live Coverage of Treasure Island Main Stage	
8:00 PM						
8:30 PM			Headliner Concert			
9:00 PM						
9:30 PM						
10:00 PM			Fireworks			
10:30 PM			Festival Continued & Concert Departure			
11:00 PM						



## Gold Level (continued)

**Date:** Monday, September 2, 2013

Time	Bay Bridge	Treasure Island		
6:00 AM				
6:30 AM				
7:00 AM				
7:30 AM	Sunrise Bridge Walk			
8:00 AM	Wave #1			
8:30 AM				
9:00 AM				
9:30 AM				
10:00 AM				
10:30 AM				
11:00 AM				
11:30 AM				
12:00 PM	Bridge Walk			
12:30 PM	Wave #2			
12:00 PM		Labor Day Picnic		
12:30 PM				
1:00 PM				
1:30 PM				
2:00 PM				
2:30 PM				
3:00 PM				
3:30 PM	Bridge Walk			
4:00 PM	Wave #3			
4:30 PM				
5:00 PM				
5:30 PM				

### Contacts:

John Goodwin, BATA – [jgoodwin@mtc.ca.gov](mailto:jgoodwin@mtc.ca.gov), 510.817.5862

Bart Ney, Caltrans – [bart@megaprojectstudios.com](mailto:bart@megaprojectstudios.com), 510.224.6499

Dina Noel, CTC – [dina\\_noel@dot.ca.gov](mailto:dina_noel@dot.ca.gov), 916.203.7112

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## BAY AREA TOLL AUTHORITY

Joseph P. Bort Metro Center  
101 Eighth Street  
Oakland, Ca 94607-4700

510.817.5700 tel  
510.817.5848 fax  
510.817.5769 TTY/TDD

[info@mtc.ca.gov](mailto:info@mtc.ca.gov)  
[www.mtc.ca.gov](http://www.mtc.ca.gov)

**Application for Recognition of Exemption  
Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0056

**Note:** If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

**Part I Identification of Applicant**

<b>1</b> Full name of organization (exactly as it appears in your organizing document)		<b>2</b> c/o Name (if applicable)
Bay Bridge Alliance		
<b>3</b> Mailing address (Number and street) (see instructions)	Room/Suite	<b>4</b> Employer Identification Number (EIN)
3026 Fairview Avenue		61-1654316
City or town, state or country, and ZIP + 4		<b>5</b> Month the annual accounting period ends (01 - 12)
Alameda, CA 94501-1742		12
<b>6</b> Primary contact (officer, director, trustee, or authorized representative)		
a Name: Bobby Winston Ellinthorpe		b Phone: (510) 205-1447
		c Fax: (optional) (510) 215-2520
<b>7</b> Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>8</b> Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>9a</b> Organization's website: None		
<b>b</b> Organization's email: (optional)		
<b>10</b> Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>11</b> Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		11 / 03 / 2010
<b>12</b> Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



**Part II Organizational Structure**

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☒ **Yes** ☐ **No**
- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ **Yes** ☒ **No**
- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ **Yes** ☐ **No**
- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☒ **Yes** ☐ **No**

**Part III Required Provisions in Your Organizing Document**

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Article II, Paragraph B ☒
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- 2b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 4, Article VII
- 2c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

**Part IV Narrative Description of Your Activities**

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors**

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Bobby Winston Ellinthorpe	President, Director	3026 Fairview Avenue Alameda, CA 94501	0
Tom Lockard	Treasurer, Director	Stone & Youngberg 1 Ferry Bldg., SF, CA 94111	0
Michael B. Wilmar	Secretary, Director	Sheppard Mullin, 4 Embarcadero Center, 17th Fl., SF, CA 94111	0
Will Travis	Director	1704 Vine Street Berkeley, CA 94703	0
Monique Moyer	Director	Port of San Francisco, Pier 1 San Francisco, CA 94111	0

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

- c** List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each other through **family or business relationships**? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No

- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ Yes ☒ No

- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No

- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ Yes ☒ No

- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ Yes ☐ No
- b** Do you or will you approve compensation arrangements in advance of paying compensation? ☒ Yes ☐ No
- c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☒ Yes ☐ No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ Yes ☐ No
- e Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ Yes ☐ No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ Yes ☐ No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
- 
- 5a Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ Yes ☐ No
- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
- 
- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No
- 
- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ Yes ☒ No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ Yes ☒ No
- 
- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ Yes ☒ No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at **arm's length**.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
- 
- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ Yes ☒ No



**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

**Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You**

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☒ Yes ☐ No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☒ Yes ☐ No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☐ Yes ☒ No

**Part VII Your History**

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. ☐ Yes ☒ No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ Yes ☒ No

**Part VIII Your Specific Activities**

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ Yes ☒ No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ Yes ☒ No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ Yes ☒ No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ Yes ☒ No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ Yes ☒ No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

**Part VIII Your Specific Activities (Continued)**

**4a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☒ **Yes** ☐ **No**

☒ mail solicitations

☒ email solicitations

☒ personal solicitations

☐ vehicle, boat, plane, or similar donations

☒ foundation grant solicitations

☒ phone solicitations

☐ accept donations on your website

☐ receive donations from another organization's website

☒ government grant solicitations

☐ Other

Attach a description of each fundraising program.

**b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ **Yes** ☒ **No**

**c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ **Yes** ☒ **No**

**d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

**e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ **Yes** ☒ **No**

**5** Are you **affiliated** with a governmental unit? If "Yes," explain. ☒ **Yes** ☐ **No**

**6a** Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ **Yes** ☒ **No**

**b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

**7a** Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

**b** Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

**c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

**8** Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ **Yes** ☒ **No**

**9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ **Yes** ☒ **No**

**b** Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☒ **No**

**c** Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☒ **No**

**d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☒ **Yes** ☐ **No**

**10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ **Yes** ☒ **No**

**Part VIII Your Specific Activities (Continued)**

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. ☒ **Yes** ☐ **No**
- 
- 12a** Do you or will you operate in a **foreign country** or **countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. ☐ **Yes** ☒ **No**
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. ☐ **Yes** ☒ **No**
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. ☐ **Yes** ☐ **No**
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i)** Do you require an application form? If "Yes," attach a copy of the form. ☐ **Yes** ☐ **No**
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. ☐ **Yes** ☐ **No**
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. ☐ **Yes** ☒ **No**
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. ☐ **Yes** ☐ **No**
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ☐ **Yes** ☐ **No**
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ☐ **Yes** ☐ **No**
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. ☐ **Yes** ☐ **No**



**Part VIII Your Specific Activities (Continued)**

- 15** Do you have a **close connection** with any organizations? If "Yes," explain. ☒ **Yes** ☐ **No**
- 16** Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain. ☐ **Yes** ☒ **No**
- 17** Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain. ☐ **Yes** ☒ **No**
- 18** Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain. ☐ **Yes** ☒ **No**
- 19** Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. ☐ **Yes** ☒ **No**
- 20** Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C. ☐ **Yes** ☒ **No**
- 21** Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F. ☐ **Yes** ☒ **No**
- 22** Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. ☐ **Yes** ☒ **No**

**Note: Private foundations** may use Schedule H to request advance approval of individual grant procedures.

**Part IX Financial Data**

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

**A. Statement of Revenues and Expenses**

Type of revenue or expense		Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From .1/1/2012 To 12/31/2012	(b) From 1/1/2010 To 12/31/2010	(c) From .1/1/2011 To 12/31/2011	(d) From .1/1/2013 To 12/31/2013		
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	95,000	0	0	103,000	198,000	
	2 Membership fees received	0	0	0	0	0	
	3 Gross investment income	0	0	0	0	0	
	4 Net unrelated business income	0	0	0	0	0	
	5 Taxes levied for your benefit	0	0	0	0	0	
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	28,200	0	0	32,500	60,700	
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)	0	0	0	0	0	
	8 Total of lines 1 through 7	123,200	0	0	135,500	258,700	
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	0	0	0	0	0	
	10 Total of lines 8 and 9	123,200	0	0	135,500	258,700	
Expenses	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)	0	0	0	0	0	
	12 Unusual grants	0	0	0	0	0	
	13 Total Revenue Add lines 10 through 12	123,200	0	0	135,500	258,700	
	14 Fundraising expenses	0	0	0	0		
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	0	0	0	0		
	16 Disbursements to or for the benefit of members (attach an itemized list)	0	0	0	0		
	17 Compensation of officers, directors, and trustees	62,000	0	0	75,000		
	18 Other salaries and wages	0	0	0	0		
	19 Interest expense	0	0	0	0		
	20 Occupancy (rent, utilities, etc.)	6,800	0	0	6,800		
	21 Depreciation and depletion	0	0	0	0		
	22 Professional fees	5,500	0	0	5,500		
	23 Any expense not otherwise classified, such as program services (attach itemized list)	4,100	0	0	4,100		
	24 Total Expenses Add lines 14 through 23	78,400	0	0	91,400		

**Part IX Financial Data (Continued)****B. Balance Sheet (for your most recently completed tax year)**Year End: **12/31/2011**

Assets		(Whole dollars)
1	Cash . . . . .	0
2	Accounts receivable, net . . . . .	0
3	Inventories . . . . .	0
4	Bonds and notes receivable (attach an itemized list) . . . . .	0
5	Corporate stocks (attach an itemized list) . . . . .	0
6	Loans receivable (attach an itemized list) . . . . .	0
7	Other investments (attach an itemized list) . . . . .	0
8	Depreciable and depletable assets (attach an itemized list) . . . . .	0
9	Land . . . . .	0
10	Other assets (attach an itemized list) . . . . .	0
11	Total Assets (add lines 1 through 10) . . . . .	0
Liabilities		
12	Accounts payable . . . . .	0
13	Contributions, gifts, grants, etc. payable . . . . .	0
14	Mortgages and notes payable (attach an itemized list) . . . . .	0
15	Other liabilities (attach an itemized list) . . . . .	0
16	Total Liabilities (add lines 12 through 15) . . . . .	0
Fund Balances or Net Assets		
17	Total fund balances or net assets . . . . .	0
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17) . . . . .	0
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Part X Public Charity Status**

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. ☐ Yes ☒ No  
If you are unsure, see the instructions.
- b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☐
- 2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☐ No
- 3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No
- 4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No
- 5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
- The organization is not a private foundation because it is:
- a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐
- b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☐
- c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐
- d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐



**Part X Public Charity Status (Continued)**

- e** 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f** 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g** 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h** 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i** A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

**6** If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☐

**Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code**

For Organization

.....  
(Signature of Officer, Director, Trustee, or other authorized official)

.....  
(Type or print name of signer)

.....  
(Date)

.....  
(Type or print title or authority of signer)

For IRS Use Only

.....  
IRS Director, Exempt Organizations

.....  
(Date)

- b Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

**(i) (a)** Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. \_\_\_\_\_ ☐

**(b)** Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐

**(ii) (a)** For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐

**(b)** For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☐ No

**Part XI User Fee Information**

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$750. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$300. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at [www.irs.gov](http://www.irs.gov) and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? ☐ Yes ☒ No  
If "Yes," check the box on line 2 and enclose a user fee payment of \$300 (Subject to change—see above).  
If "No," check the box on line 3 and enclose a user fee payment of \$750 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$300 (Subject to change). ☐
- 3 Check the box if you have enclosed the user fee payment of \$750 (Subject to change). ☒

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

**Please  
Sign  
Here**

(Signature of Officer, Director, Trustee, or other  
authorized official)

**Bobby Winston**

(Type or print name of signer)

(Date)

**President**

(Type or print title or authority of signer)

**Reminder:** Send the completed Form 1023 Checklist with your filled-in-application.

Form **1023** (Rev. 6-2006)

# Form 1023 Checklist

(Revised June 2006)

## Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

**Note.** Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

**Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.**

- ☒ Assemble the application and materials in this order:
- Form 1023 Checklist
  - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
  - Form 8821, *Tax Information Authorization* (if filing)
  - Expedite request (if requesting)
  - Application (Form 1023 and Schedules A through H, as required)
  - Articles of organization
  - Amendments to articles of organization in chronological order
  - Bylaws or other rules of operation and amendments
  - Documentation of nondiscriminatory policy for schools, as required by Schedule B
  - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
  - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
- ☒ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
- ☒ Employer Identification Number (EIN)
- ☒ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
  - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
  - Describe your purposes and proposed activities in specific easily understood terms.
  - Financial information should correspond with proposed activities.
- ☐ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.
- |            |                      |            |                      |
|------------|----------------------|------------|----------------------|
| Schedule A | Yes ____ No <u>✓</u> | Schedule E | Yes ____ No <u>✓</u> |
| Schedule B | Yes ____ No <u>✓</u> | Schedule F | Yes ____ No <u>✓</u> |
| Schedule C | Yes ____ No <u>✓</u> | Schedule G | Yes ____ No <u>✓</u> |
| Schedule D | Yes ____ No <u>✓</u> | Schedule H | Yes ____ No <u>✓</u> |



- ☒ An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Pg. 1, Article II, ¶ B
  - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Page 2, Article VII
- ☒ Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.
- ☒ Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service  
P.O. Box 192  
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service  
201 West Rivercenter Blvd.  
Attn: Extracting Stop 312  
Covington, KY 41011



Part II, Line 1  
Certified Articles of Incorporation

Part I, Line 7

William Manierre  
Matthew Richardson  
Molly Lateiner

The above individuals are attorneys at Sheppard, Mullin, Richter and Hampton LLP.

4 Embarcadero Center , Floor 17  
San Francisco, CA  
94111

See Form 2848 attached.



Part II, Line 5  
Bylaws

**Part IV**  
**Narrative Description of Your Activities**

The applicant has conducted no activities as of the date of this application. The specific purposes of the applicant include, but are not limited to, conducting activities intended to inform and inspire the public concerning the role the transportation network in the San Francisco Bay Area has played in shaping the Bay Area and advancing Bay Area regionalism, which may include developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013, with the assistance and input of the Metropolitan Transportation Commission and the Bay Area Toll Authority, facilitating one or more video presentations and exhibitions concerning the history of San Francisco Bay, facilitating the establishment and operation of a regional transportation museum and conducting other activities for the same or similar general purposes.

Part V, Line 1a  
Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees,  
Employees, and Independent Contractors

(Continuation of information concerning officers, directors and trustees)

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Name: Michael Ghielmetti Title: Director

Mailing Address:  
Signature Properties  
4670 Willow Rd, Pleasanton, CA 94588-8587

Compensation amount: 0

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Name: Bill Lindsay Title: Director

Mailing Address:  
City of Richmond  
1401 Marina Way S, Richmond, CA 94804-3746

Compensation amount: 0

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Name: Lori Fogarty Title: Director

Mailing Address:  
Oakland Museum of California  
1000 Oak Street, Oakland, CA 94607

Compensation amount: 0

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Name: Scott Haggerty Title: Director

Mailing Address:  
  
Alameda County Board of Supervisors  
1221 Oak Street, Room 536  
Oakland, CA 94612

Compensation amount: 0

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Name: Bill Dodd Title: Director



Mailing Address:  
Napa County Board of Supervisors  
1195-3rd Street, Room 310  
Napa, CA 94559

Compensation amount: 0

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Name: Bijan Sartipi

Title: Director

Mailing Address:  
District Director  
Caltrans, District 4  
P.O. Box 23660  
Oakland, CA 94623-0660

Compensation amount: 0

Part V, Line 3a

<b>Name</b>	<b>Qualifications</b>	<b>Average Monthly Hours Worked for the Applicant</b>	<b>Duties</b>
Bobby Winston Ellinthorpe	Experienced in business and non-profit organizations	40	President, Director
Tom Lockard	Experienced in business and finance	5	Treasurer, Director
Michael B. Wilmar	Attorney	7	Secretary, Director
Will Travis	Experienced in local governmental affairs	5	Director
Monique Moyer	Experienced in local governmental affairs	5	Director
Michael Ghielmetti	Experienced in business and local governmental affairs	5	Director
Bill Lindsay	Experienced in local governmental affairs	5	Director
Lori Fogarty	Experienced in local government affairs and museum operations	5	Director
Scott Haggerty	Civic leader	5	Director
Bill Dodd	Civic leader	5	Director
Bijan Sartipi	Civic leader	5	Director

Part V, Line 4

While none of the Corporation's officers or directors are compensated, and the Corporation does not employ any employees or independent contractors at this time, in the event that the Corporation compensates any individuals in the future, the compensation will be based on compensation arrangements used by similar tax-exempt organizations and current compensation surveys compiled by independent firms.



Part V, Line 5a

Below is the applicant's Conflict of Interest Policy that was adopted by the organization by board resolution on January 23, 2012.

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**Conflict of Interest Policy**

**of**

**Bay Bridge Alliance**

**Article I**  
**Purpose**

1.1 The purpose of this Conflict of Interest Policy (the "Policy") is to protect the interest of Bay Bridge Alliance (the "Organization") when it is contemplating entering into a transaction or arrangement that might involve an actual or potential Conflict of Interest. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

**Article II**  
**Definitions**

2.1 "Compensation" means any direct or indirect remuneration as well as gifts or favors that are not insubstantial.

2.2 "Conflict of Interest" means a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction, as that term is defined in Section 4958(c) of the Internal Revenue Code of 1986, as amended.

2.3 "Financial Interest" means any of the following interests, held directly or indirectly, through business, investment, or family:

- (a) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
- (b) A Compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
- (c) A potential ownership or investment interest in, or Compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

For purposes of this Policy, a Financial Interest is not necessarily a Conflict of Interest. Pursuant to Section 3.2, a person who has a Financial Interest may have a Conflict of Interest only if the appropriate governing board or committee decides that a Conflict of Interest exists.

2.4 "Interested Person" means any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect Financial Interest.

### **Article III** **Procedures**

3.1 Duty to Disclose. In connection with any actual or possible Conflict of Interest, an Interested Person must disclose the existence of any Financial Interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the Interested Person shall leave the governing board or committee meeting while the determination of a Conflict of Interest is discussed and voted upon. The remaining board or committee members shall decide if a Conflict of Interest exists.

3.3 Procedures for Addressing the Conflict of Interest.

(a) An Interested Person may make a presentation at the governing board or committee meeting, but after the presentation, such Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible Conflict of Interest.

(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a Conflict of Interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy.

(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose an actual or possible Conflict of Interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

#### **Article IV**

##### **Records of Proceedings**

4.1 The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible Conflict of Interest, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the governing board's or committee's decision as to whether a Conflict of Interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Article V**

##### **Compensation Matters**

5.1 A voting member of the governing board who receives Compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's Compensation.

5.2 A voting member of any committee whose jurisdiction includes Compensation matters and who receives Compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's Compensation.

5.3 No voting member of the governing board or any committee whose jurisdiction includes Compensation matters and who receives Compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding Compensation.

#### **Article VI**

##### **Annual Statements**

6.1 Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:



- (a) Has received a copy of the Policy,
- (b) Has read and understands the Policy,
- (c) Has agreed to comply with the Policy, and
- (d) Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### **Article VII** **Periodic Reviews**

7.1 To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether Compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### **Article VIII** **Use of Outside Experts**

8.1 When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Part VI, Line 1a

The applicant intends to provide funding to an individual to be used for the production of a 2-hour non-commercial educational documentary video regarding the history and construction of The San Francisco-Oakland Bay Bridge, with a special focus on the new eastern span.

Part VI, Line 1b

The applicant intends to engage in developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013 with the assistance and input of the Metropolitan Transportation Commission and the Bay Area Toll Authority. These operations may benefit those agencies.

Part VIII, Line 4a

Directors, officers and volunteers of the applicant will attempt to obtain donations from both private individuals and entities via various typical fundraising efforts, as well as from the government by applying for various grants. No specific fundraising programs have been developed.



Part VIII, Line 4d

The applicant intends to conduct fundraising for its own organization in the local jurisdictions of the Bay Area, California, which is comprised of the following nine counties:

- Alameda County
- Contra Costa County
- Marin County
- Napa County
- San Francisco County
- San Mateo County
- Santa Clara County
- Solano County
- Sonoma County

Part VIII, Line 5

Among other, related reasons, the applicant was formed to engage in developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013 with the assistance and input of the Metropolitan Transportation Commission and the Bay Area Toll Authority.

Part VIII, Line 11

At this time it is uncertain what kind of contributions the Corporation will be accepting.

Part VIII, Line 15

See Part VIII, Line 5 for explanation.



1000  
1000  
1000

1000

1000

## BYLAWS

### OF

## BAY BRIDGE ALLIANCE,

a California Nonprofit Public Benefit Corporation

### ARTICLE I

#### OFFICES

Section 1.1 Principal Office. This corporation's principal office shall be fixed and located at 3026 Fairview Ave., Alameda, California 94501. The Board of Directors of this corporation (the "Board") is granted full power and authority to change such principal office from one location to another.

Section 1.2 Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places.

### ARTICLE II

#### PURPOSES

Section 2.1 Purposes. The specific and primary purposes of this corporation are charitable and educational, meeting the requirements for exemption under Section 501(c)(3) of the Internal Revenue Code of 1986 and Section 23701d of the California Revenue and Taxation Code, namely, to develop and display exhibitions of artifacts and materials relating to the history of the transportation network in the San Francisco Bay Area for the purpose of informing and inspiring the public concerning the role the network has played in shaping the Bay Area and advancing Bay Area regionalism and to conduct other activities for the same purpose, including, potentially, the establishment and operation of a regional transportation museum. To facilitate the accomplishment of these purposes, this corporation may engage in, sponsor (or co-sponsor) or otherwise be associated with all such lawful activities as the Board may from time to time determine.

### ARTICLE III

#### MEMBERSHIP

Section 3.1 No Members. This corporation shall have no members. Any action for which there is no specific provision in the California Nonprofit Public Benefit Corporation Law applicable to a corporation which has no members and which would otherwise require approval by a majority of all members or approval by the members shall

require only approval of the Board. All rights that would otherwise vest in the members shall vest in the directors.

Section 3.2 Associates. Nothing in this Article III shall be construed as limiting the right of this corporation to refer to persons associated with it as "members" even though such persons are not members, and no such reference shall constitute anyone a member within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law. This corporation may confer by amendment of its Articles of Incorporation (the "Articles") or of these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Public Benefit Corporation Law, upon any person or persons who do not have the right to vote (a) for the election of directors, (b) on a disposition of substantially all of the assets of this corporation, (c) on a merger, (d) on a dissolution, (e) on changes to this corporation's Articles or Bylaws or (f) for the election of delegates, but no such person shall be a member within the meaning of Section 5056.

## ARTICLE IV

### DIRECTORS

Section 4.1 Powers of Directors. Subject to the limitations of the Articles and these Bylaws, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of this corporation to any person or persons or committees however composed, provided that the activities and affairs of this corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

(a) To select and remove all the other officers, agents and employees of this corporation, prescribe powers and duties for them as may not be inconsistent with law, the Articles or these Bylaws, fix their compensation and require from them security for faithful service.

(b) To conduct, manage and control the affairs and activities of this corporation and to make such rules and regulations therefor consistent with law, the Articles or these Bylaws, as they may deem appropriate.

(c) To adopt, make and use a corporate seal, and to alter the form of such seal from time to time as they may deem appropriate.

(d) To borrow money and incur indebtedness for the purposes of this corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.

Section 4.2 Number of Directors. The authorized number of directors shall consist of at least five (5) but no more than twenty (20) directors, until changed by amendment to the Articles or these Bylaws. The number of directors as of January 23, 2012, shall be eleven (11) until changed by the Board.

Section 4.3 Selection And Term Of Office. Directors shall be elected at the annual meeting of the Board. Each director shall serve until the next such annual meeting of the Board and until a successor has been elected and qualified.

Section 4.4 Restriction on Interested Directors. Not more than 49% of the persons serving on the Board at any one time may be interested persons. An interested person is (i) any person being compensated by this corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a director as director; and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by this corporation.

Section 4.5 Vacancies.

(a) Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the Chairman of the Board (if there be such an officer), the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

(b) Vacancies in the Board may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director. Each director so selected shall hold office until the expiration of the term of the replaced director and until a successor has been selected and qualified.

(c) A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased.

(d) By majority vote, the Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or been convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Article III of the California Nonprofit Public Benefit Corporation Law.

(e) No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.



## ARTICLE V

### MEETINGS OF THE BOARD

Section 5.1 Place Of Meeting. Meetings of the Board shall be held at any place within or without the State of California which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of this corporation.

Section 5.2 Annual Meetings. The Board shall hold an annual meeting for the purpose of organization, selection of directors (when required by these Bylaws) and officers and the transaction of other business. Annual meetings of the Board shall be held without call or notice on 10:00 a.m. on September 1 of each year; provided, however, that the Board may by resolution fix another date or time for the annual meeting.

Section 5.3 Regular Meetings. Regular meetings of the Board shall be held without call or notice on such dates and at such times as may be fixed from time to time by the Board.

#### Section 5.4 Special Meetings.

(a) Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board (if there be such an officer), the President, any Vice President, the Secretary, or any two directors. Special meetings of the Board shall be held upon four days' notice by first-class mail or 48 hours' notice given personally or by telephone, telecopy, electronic mail or other similar means of communication. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of this corporation or as may have been given to this corporation by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

(b) Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 5.5 Quorum. A majority of the authorized number of directors constitutes a quorum of the Board for the transaction of business, except to adjourn as provided in Section 5.10 of these Bylaws. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles, except

as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 5.6 Voting. Each director present shall be entitled to one vote on each matter placed before a meeting. At an annual meeting, the directors whose terms are expiring may be reelected, and, until the election of their successors, shall be entitled to vote upon all matters, including the election of their successors.

Section 5.7 Participation In Meetings By Conference Telephone. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another.

Section 5.8 Waiver Of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 5.9 Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board. For purposes of this Section 5.9 only, "all members of the Board" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law.

Section 5.10 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 5.11 Rights Of Inspection. Each director of this corporation shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of this corporation.

Section 5.12 Committees. The Board may appoint one or more committees, each consisting of two or more directors, and delegate to such committees any of the authority of the Board, except with respect to:

- (a) The approval of any action for which the California Nonprofit Public Benefit Corporation Law also requires approval of the members or approval of a majority of all members;

- (b) The filling of vacancies on the Board or on any committee;
- (c) The fixing of compensation of the directors for serving on the Board or any committee;
- (d) The amendment or repeal of bylaws or the adoption of new bylaws;
- (e) The amendment or repeal of any resolution of the Board that, by its express terms, is not so amendable or repealable;
- (f) The appointment of other committees of the Board or the members thereof;
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or
- (h) The approval of any self-dealing transaction, as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article V applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

**Section 5.13 Advisory Committees.** The Board may from time to time appoint advisory committees as deemed appropriate, consisting of directors or persons who are not directors, but such advisory committees shall not be deemed committees of the Board and shall not exercise any powers of the Board. Notice of, and procedures for, meetings of advisory committees shall be as prescribed by the chairman of each such advisory committee, and meetings of the any advisory committee may be called by the Chairman of the Board (if there be such an officer), the Board, the President or the chairman of the advisory committee. The members of any such committees shall be subject to the provisions of Article III.

**Section 5.14 Fees and Compensation.** Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by the Board.

## ARTICLE VI

### OFFICERS

Section 6.1 Officers. The officers of this corporation shall be a President, a Secretary and Treasurer. This corporation may also have, at the discretion of the Board, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries and such other officers as may be elected or appointed in accordance with the provisions of Section 6.3 of these Bylaws. Any number of offices may be held by the same person.

Section 6.2 Election. The officers of this corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 6.3 or Section 6.5 of these Bylaws, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected.

Section 6.3 Subordinate Officers. The Board may elect, and may empower the President to appoint, such other officers as the business of this corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

#### Section 6.4 Removal And Resignation.

(a) Any officer may be removed, either with or without cause, by the Board at any time or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

(b) Any officer may resign at any time by giving written notice to this corporation, but without prejudice to the rights, if any, of this corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled as it occurs in the manner prescribed in these Bylaws for election or appointment to such office.

Section 6.6 President. The President is the general manager and chief executive officer of this corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of this corporation. The President shall preside at all meetings of the Board. The President has the general powers and duties of management usually vested in the office of president and general manager of a corporation and such other powers and duties as may be prescribed by the Board.

Section 6.7 Vice Presidents. In the absence or disability of the President, and subject to any limitations imposed by the Board, the Vice Presidents, if any, are appointed, in order of their rank as fixed by the Board or, if not ranked, the Vice President



designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President(s) shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

Section 6.8 Secretary. The Secretary shall attend all meetings of the Board and shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board, and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of this corporation's Articles and Bylaws, as amended to date. The Secretary shall give, or cause to be given notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, shall keep the seal of this corporation in safe custody and shall also have such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

Section 6.9 Assistant Secretaries. The Board may appoint one or more Assistant Secretaries. Subject to any limitations imposed by the Board, each Assistant Secretary shall have all the powers and duties of the Secretary in the event of the Secretary's absence or disability, and each shall also have such other powers and duties as may from time to time be assigned to him by the Board, the President or the Secretary.

Section 6.10 Treasurer. The Treasurer of this corporation shall keep and maintain, or cause to be kept and maintained, full and accurate accounts of the properties and business transactions of this corporation and shall send or cause to be sent to the Board such financial statements and reports as are by law or these Bylaws required to be sent to them. The Treasurer shall deposit this corporation's funds and other valuables in the name and to the credit of this corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of this corporation as may be ordered by the Board, taking proper vouchers for such disbursements, shall render to the President and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of this corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

Section 6.11 Duties May Be Delegated. In case of the absence of any officer of this corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, all or part of the powers or duties of such officer to any other officer or to any director.

## ARTICLE VII

### OTHER PROVISIONS

Section 7.1 Amendments. These Bylaws may be amended or repealed by the approval of the Board.

Section 7.2 Endorsement Of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between this corporation and any other person, when signed by the Chairman of the Board, the President or any Vice President and the Secretary, any Assistant Secretary, the Treasurer of this corporation shall be valid and binding on this corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind this corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 7.3 Representation Of Shares Of Other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 7.4 Construction And Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

Section 7.5 Annual Report. The Board shall cause an annual report to be sent to the directors within 120 days after the end of this corporation's fiscal year. The annual report shall be accompanied by any report on it of independent accountants or, if there is no such report, by the certificate of an authorized officer of this corporation that such statements were prepared without audit from this corporation's books and records. This requirement of an annual report shall not apply if this corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors who request it in writing. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of this corporation as of the end of the fiscal year.
- (b) The principal changes in assets and liabilities, including trust funds.
- (c) The revenue or receipts of this corporation, both unrestricted and restricted to particular purposes.
- (d) The expenses or disbursements of this corporation for both general and restricted purposes.
- (e) Any information required by Section 7.6 of these Bylaws.

#### Section 7.6 Annual Statement of Certain Transactions and Indemnifications.

As part of the annual report to all directors, or as a separate document if no annual report is issued, this corporation shall annually prepare and mail or furnish to each director a statement of any transaction or indemnification of the following kind within 120 days after the end of this corporation's fiscal year:

(a) Any transaction (i) in which this corporation, its parent, or its subsidiary was a party, (ii) in which an "interested person" had a direct or indirect material financial interest and (iii) which involved more than \$50,000, or was one of a number of transactions with the same interested person involving, in aggregate, more than \$50,000. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to this corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

For purpose of this Section 7.6(a), an "interested person" is either of the following: (1) Any director or officer of this corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest), or (2) any holder of more than 10 percent of the voting power of this corporation, its parent, or its subsidiary.

(b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of this corporation under Sections 8.1 to 8.10 of these Bylaws.

### ARTICLE VIII

#### INDEMNIFICATION

Section 8.1 Definitions. For the purposes of this Article VIII, "agent" means any person who is or was a director, officer, employee, or other agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Sections 8.4 or 8.5(b) of these Bylaws.

Section 8.2 Indemnification in Actions by Third Parties. This corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Non-profit Public Benefit Corporation Law, or an action brought by the Attorney General or a person



granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust), by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

**Section 8.3 Indemnification in Actions by or in the Right of this Corporation.** This corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of this corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of this corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 8.3:

(a) In respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to this corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

**Section 8.4 Indemnification Against Expenses.** To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Section 8.2 or 8.3 of these Bylaws or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

**Section 8.5 Required Determination.** Except as provided in Section 8.4 of these Bylaws, any indemnification under this Article VIII shall be made by this corporation



only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 8.2 or 8.3 of these Bylaws by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this corporation.

Section 8.6 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article VIII.

Section 8.7 Other Indemnification. No provision made by this corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles, these Bylaws, a resolution of members or directors, an agreement, or otherwise, shall be valid unless consistent with this Article VIII. Nothing contained in this Article VIII shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8.8 Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this Article VIII, except as provided in Section 8.4 or 8.5(b) of these Bylaws, in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 8.9 Insurance. This corporation shall have the power to purchase and maintain insurance on behalf of any agent of this corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability under the provisions of this Article VIII, provided, however, that this corporation shall have no power to purchase and maintain such insurance to indemnify any agent of this corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

Section 8.10 Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article VIII does not apply to any proceeding against any trustee, investment manager or

other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of this corporation as defined in Section 8.1 of these Bylaws. This corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

## CERTIFICATE OF SECRETARY

The undersigned hereby certifies that:

1. I am the duly elected and acting Secretary of Friends of One Bay Area, a California nonprofit public benefit corporation, the name of which will shortly be changed to Bay Bridge Alliance; and

2. The foregoing Bylaws consisting of 13 pages constitute the Bylaws of such corporation as duly adopted by the Board of Directors on January 23, 2012, and have not been amended or modified since such date.

IN WITNESS WHEREOF, I have executed this Certificate as of this January 23, 2012.

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Michael B. Wilmar,  
Secretary

**CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION  
OF FRIENDS OF ONE BAY AREA**

The undersigned certify that:

1. They are the president and the assistant secretary, respectively, of Friends of One Bay Area, a California nonprofit public benefit corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

**I.**

**Name**

The name of this corporation is Bay Bridge Alliance.

3. Section B of Article II of the Articles of Incorporation of this corporation is amended to read as follows:

B. This corporation is organized and operated exclusively for charitable, scientific and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The specific purposes of this corporation include, but are not limited to, conducting activities intended to inform and inspire the public concerning the role the transportation network in the San Francisco Bay Area has played in shaping the Bay Area and advancing Bay Area regionalism, which may include developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013, with the assistance and input of the Metropolitan Transportation Commission and the Bay Area Toll Authority, facilitating one or more video presentations and exhibitions concerning the history of San Francisco Bay, facilitating the establishment and operation of a regional transportation museum and conducting other activities for the same or similar general purposes. This corporation may engage in any activities that are reasonably related to or in furtherance of its stated charitable, scientific and educational purposes.

4. The foregoing amendment to the Articles of Incorporation has been duly approved by the board of directors.

5. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: January \_\_, 2012

\_\_\_\_\_  
Bobby Winston Ellinthorpe  
President

\_\_\_\_\_  
Michael B. Wilmar  
Secretary



THE HISTORY OF THE  
CITY OF NEW YORK  
FROM 1624 TO 1898

By J. B. HORTON

THE HISTORY OF THE CITY OF NEW YORK FROM 1624 TO 1898, BY J. B. HORTON, IS A WORK OF GREAT INTEREST AND VALUE. IT IS A HISTORY OF THE CITY OF NEW YORK, AND OF THE PEOPLE WHO HAVE LIVED IN IT. IT IS A HISTORY OF THE CITY OF NEW YORK, AND OF THE PEOPLE WHO HAVE LIVED IN IT.

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**PROJECT AGREEMENT  
FOR  
GOLDEN GATE BRIDGE 75<sup>TH</sup> ANNIVERSARY,  
VISITOR EXPERIENCE PROJECTS AND ACTIVITIES, AND  
MERCHANDISING ACTIVITIES**

This Project Agreement is made and entered into as of April 21, 2011 (Effective Date) by and between the Golden Gate Bridge, Highway and Transportation District (District) and the Golden Gate National Parks Conservancy (Conservancy), a California nonprofit public benefit corporation described in Section 501(c)(3) of the Internal Revenue Code) (hereinafter referred to as "Agreement").

**ARTICLE I. BACKGROUND AND OBJECTIVES**

A. The District, the Conservancy, and the National Park Service (NPS) have entered into that certain Memorandum of Understanding, dated 3/21/2001 (MOU), acknowledging that the District and the Conservancy may enter into further agreements to complete Plans, Programs and Services of mutual interest in furtherance of the MOU objectives.

B. The District and the Conservancy (collectively, the Parties) desire to enter into this Agreement memorializing and setting the terms of a cooperative relationship to plan and implement the following (all of which is referred to herein as the Project or Project Activities):

1. **Golden Gate Bridge 75<sup>th</sup> Anniversary:** A program to celebrate the 75<sup>th</sup> anniversary (Anniversary) of the opening of the Golden Gate Bridge (Bridge), to include public events and programs, fee-based events and programs, communications, website development, social media, sponsorships, retail partnerships, production and sale of commemorative products, and visitor improvements on District property or on federal government property subject to the District's Right of Way Permit (collectively, the Anniversary Activities). Visitor improvements may include a 75<sup>th</sup> Anniversary Pavilion (which will become a Visitor Orientation Facility after the Anniversary year) and a multi-purpose space for hosting events and visitor programs. The 75<sup>th</sup> Anniversary Pavilion may be located in either the remodeled Round House or in a newly constructed facility;
2. **Visitor Experience Projects and Activities:** A program of ongoing site improvements; interpretive services, including audio and guided tours in areas currently accessible to the public; photo opportunities; retail operations; and food service on District property (collectively, the Visitor Experience Projects and Activities). Site improvements include a visitor orientation facility with extensive interpretive sales items located on the South

side of the Bridge (Visitor Orientation Facility), a café located near the Bridge Plaza (GGB Café), and potential additional orientation/retail outlets (Other GGB Outlets).

3. **Merchandising Activities:** A program of development, production, marketing, and sale of interpretive, informational and commemorative materials related to the Bridge, including publications, smart-phone applications, and other merchandise related to the Bridge (collectively, the Merchandise) to be sold at any location including the GGB and Conservancy Online Store; and
4. **Sponsorships and Fundraising:** A program of fundraising and sponsorships, including development of private and public support focused primarily on funding the Anniversary Activities and the Visitor Experience Projects and Activities.

C. The Conservancy and the District desire that all aspects of the Project be respectful of the Bridge and its history, mindful of the Bridge's regional, national and international identity, protective of public safety and security, conscientious about resource protection, and financially feasible.

D. The District and the Conservancy agree that the Conservancy should recoup its costs of conducting and managing all aspects of the Project, net of all philanthropic donations and sponsorships to Project Activities, including costs incurred in preparing the Anniversary Plan and the Visitor Experience Plan (see Article II) but not including costs in negotiating and entering into the MOU and this Agreement (collectively, the Project Investment).

E. The District and the Conservancy acknowledge that several components of the Project will require approval of the NPS and agree to collaborate to secure NPS input and approval as necessary. Such components include cultural and natural resource investigations, studies and related compliance documentation, type and design of permanent and temporary construction improvements, modifications and alterations, location and type of visitor service outlets plus any 75<sup>th</sup> Anniversary activities occurring on NPS land outside the District's permitted area.

**In consideration of the recitals set forth in Article I and the mutual promises set forth herein, the Parties agree as follows:**

## **ARTICLE II. THE PROJECT**

### **A. The Anniversary Plan**

The Conservancy shall develop a plan for the Anniversary Activities (Anniversary Plan), for review and approval by the District. The Anniversary Plan shall describe the events, programs, merchandise, marketing, communications, site improvements, and activities to be executed in commemoration of the Anniversary. The Anniversary Plan shall incorporate an Anniversary committee that includes civic leaders, philanthropists, and supporters, to be managed by the Conservancy with the cooperation of the District. The Anniversary Plan may include events

throughout 2012, with major events occurring in May 2012. The Anniversary Plan shall provide a basic option with modest scale and funding needs and components that can be added as available funding allows.

B. The Anniversary Activities

The Conservancy shall be responsible for implementing each component of the Anniversary Plan approved by the District, including leading efforts to raise the funds and secure the sponsorships necessary for the Anniversary Activities.

C. The Visitor Experience Plan

The Conservancy shall develop for review and approval by the District a plan for the Visitor Experience Programs and Activities (the Visitor Experience Plan). The Conservancy will seek NPS input into the Visitor Experience Plan and certain components, as identified above, may require NPS approval. The Visitor Experience Plan shall include a timeline with a list of milestones and necessary approvals, and shall address:

1. The remodel of and capital improvements to the existing Roundhouse and GGB Café;
2. The potential design and construction of additional visitor-serving facilities to interpret the Bridge and provide retail, tour, and visitor-serving functions including a 75th Anniversary Pavilion/Visitor Orientation Facility and Other GGB Outlets, and ultimately a Permanent Visitor Center/Museum;
3. Design and construction of improvements to visitor flow, automobile and bus circulation, topography, and views at and around the Bridge;
4. New or improved guided or self-guided tours of the areas on and around the Bridge that are accessible to the public;
5. Other possible earned income ventures or visitor services; and
6. Design and manufacture of all necessary fixtures, displays, and signage.

D. The Visitor Experience Programs and Activities

The Conservancy shall be responsible for implementing each component of the Visitor Experience Plan approved by the District, including providing staffing for visitor programs and retail, tour, and food service outlets. In cooperation with the NPS, the Parties recognize the significance of the NPS interpretive role, its input in interpretive planning and themes, the positive public response to the NPS ranger presence and benefit of the NPS uniformed personnel in providing interpretive services, such as staffing or providing Visitor Experience Programs and Activities. If the NPS personnel are included, it will be in a manner that complements, not competes with the Conservancy's interpretive services.



**E. Merchandising Activities**

The Conservancy shall prepare a Scope of Sales proposal, describing the scope, themes, and subject matters of the proposed Merchandising Activities, and shall present it to the District and NPS for input and discussion and to the District for final approval. The Conservancy shall be responsible for implementing each component of the Merchandising Activities, including conducting sales at the 75th Anniversary Pavilion/Visitor Orientation Facility and Other GGB Outlets (if any) and through the GGB Online Store. The District acknowledges that the Conservancy may also market and sell the Merchandise through its own wholesale program (Conservancy Wholesale), its own retail outlets located off District property (the Conservancy Retail Outlets), and its own website (the Conservancy Online Store), and that such activities shall not be subject to the District's approval pursuant to this Paragraph but shall be subject to the Revenue Sharing set forth below in Article III. If the sale of Bridge related Merchandise through Conservancy Wholesale, Conservancy Retail Outlets or the Conservancy Online Store causes excessive record keeping, administrative or financial expenses or is in violation of current federal regulations or previously existing legal agreements, the parties agree to meet and confer regarding amending this portion of the Agreement.

The Conservancy shall be responsible for securing the work of artists and other service providers in connection with the Merchandise.

**F. Public Relations**

The District shall act as lead public spokesperson for, and shall have primary responsibility for interacting with the press regarding, the Project. The Conservancy shall provide support to the District regarding responses to contacts from the press, potential vendors, and other interested parties.

**G. District Employees**

Conservancy agrees to interview and give first consideration for employment to those District employees who currently work in the Gift Center and Café.

**ARTICLE III. COST AND REVENUE SHARING**

**A. Composition of Project Gross Revenues**

Project Gross Revenues consist of revenue generated during the Term of this Agreement from:

1. Revenue generated from tours and other fee-based visitor experiences in and around the Golden Gate Bridge;

2. Sales of Golden Gate Bridge-related materials, merchandise, events, and services, both on District property and offsite, including Conservancy website-based sales, wholesale program and retail outlets; and
3. All sales at the 75th Anniversary Pavilion/Visitor Center, GGB Cafe, and at other locations on District property/right of way, as approved by District for use by Conservancy, including food and beverage concession as well as non Golden Gate Bridge related merchandise.

**B. Responsibility for Payment of Capital and Operating Costs**

Conservancy will be solely responsible for payment of all capital and operating costs incurred to implement the Project ("Project Costs"). Project Costs will be payable first out of sponsorships, donations and other contributions received by Conservancy for Project purposes, and thereafter from Project Gross Revenues. Project Costs include but are not limited to all Anniversary costs, cost of goods sold, on-site staff and operating costs, cost of capital, direct Project overhead, allocated indirect overhead and allocated management costs which includes administrative, marketing, communications, advertising, product development, project planning, professional services and related project expenses.

**C. Allocation of Project Gross Revenues**

Project Gross Revenues will be allocated as follows:

1. First, to pay Project Costs net of sponsorships, donations and other contributions. During this period, 5% of Project Gross Revenues are to be allocated to District to offset the loss of District gift center and café net revenues; however, all of the District's allocation will be applied to the payment of Conservancy's capital costs and then other remaining Project Costs.
2. Second, after recoupment of all Project Costs, if the Conservancy has not started construction of a Permanent Visitor Center/Museum, the District's 5% of gross revenues and all remaining net revenues will be set aside for the design and construction of a Permanent Visitor Center/ Museum.
3. Third, following recoupment by Conservancy of all Project Costs and following the completion of construction of a permanent visitors center/museum (whether constructed pursuant to this Agreement or a subsequent agreement), the parties will negotiate in good faith a future allocation of Project Gross Revenues. The District's allocated share will be in the form of a percentage of annual gross revenues, which the District may expend in its sole discretion for any purpose consistent with its mission. Any net revenues remaining with Conservancy will be reinvested at the site via capital improvements or interpretive programs.

**D. Reopener**

Following the allocation of Project Gross Revenues as specified above, the parties may renegotiate future revenue allocations, which may be further adjusted, up or down, from time to time based upon actual experience, pursuant to a negotiation process that may be invoked by either party. To facilitate and support that process, Conservancy will provide the District with yearly financial statements and comparisons of actual performance to projections, together with projected budgets for subsequent year(s), to form the basis for either party proposing a change in the revenue allocations.

In addition, Conservancy has the right at any time to request a temporary reduction in the percentage of Project Gross Revenues to be allocated to the District pursuant to Paragraph C(3) above based upon changed circumstances in the financial health of the Project, supported by appropriate financial documentation.

**ARTICLE IV. TERM**

**A. Term of Project**

This Agreement will be for ten (10) years from the effective date, unless earlier terminated according to the provisions of Article VII below. The parties contemplate a long term relationship and to that end the Term shall automatically renew thereafter for additional ten-year terms unless the District or the Conservancy opts not to renew it by giving notice to the other Party at least 180 days prior to the end of the Term.

**B. Notices**

All notices required under this Agreement shall be given as required under Article XII, Paragraph G.

**ARTICLE V. MODIFICATION, ASSIGNMENT, TERMINATION**

**A. Modification**

This Agreement may only be modified by written modifications which include mutual consent and signatures of all parties. Request for modifications will be forwarded in writing by one party to the other, enclosing the proposed form of modification, at least sixty (60) days prior to the proposed date of said modification(s).

**B. Assignment**

This Agreement may not be assigned in whole or in part by the Conservancy without the prior written approval of the District.

### C. Suspension or Termination

Termination of the Agreement means the cancellation of this Agreement, in whole or in part, at any time prior to the completion of the Term of the Agreement (Article IV). Suspension of the Agreement is an action by the District that temporarily suspends the Agreement, pending corrective action by the Conservancy or pending a decision to terminate by the District.

1. **Suspension:** If the Conservancy fails to comply with the terms of the Agreement, the District may, on reasonable notice to the Conservancy, suspend the Agreement, withhold any payments, and prohibit the Conservancy from incurring additional obligations of funds, pending corrective action by the Conservancy; or decide to terminate in accordance with Article V, Paragraph C, Part 2. All necessary and proper costs that the Conservancy could not reasonably avoid during the period of suspension shall be allowed provided that they are reasonably allocable to the Project.
2. **Termination for Cause:** Either party may terminate this Agreement in whole or in part at any time, whenever such party reasonably determines that the other party has failed to comply with the conditions of the Agreement. The terminating party shall notify the other party in writing of such determination and the reasons for the termination, together with the effective date of the termination which must provide at least ninety (90) days' notice and opportunity to correct the perceived failure. The Conservancy shall not incur new obligations after receipt of such termination notice and shall cancel as many outstanding obligations as possible. Payments made to the Conservancy or recoveries by the District under Agreements terminated for cause shall be in accordance with the legal rights and liabilities of the Parties.
3. **Termination for Convenience:** The Agreement may be terminated in whole or in part whenever the Conservancy or the District determines, in its sole discretion, that the continuation of the Agreement or any part of it will not produce beneficial results commensurate with the further expenditure of funds. The Conservancy and the District shall agree upon the termination conditions, including the effective date of such termination and, in the case of partial termination, the portion to be terminated. In the event that the Conservancy and the District cannot agree on such termination conditions, the District and the Conservancy each reserve the right to unilaterally terminate the Agreement by giving one hundred and eighty (180) days written notice of termination to the other party. The Conservancy shall not incur new obligations for the terminated portion after the effective date of such termination notice and shall cancel as many outstanding obligations as possible.

### D. Termination Payment

The District acknowledges that the initial stages of the Project will require the Conservancy to invest significant time and resources, and intends that the Conservancy recoup its investment from the revenues of the Project. Therefore, if the District terminates this Agreement prior to the end of the Project term, under Article V, Paragraph C, Part 3, Termination for Convenience, above, the Conservancy will be permitted to recoup a sum equal to the sum of the outstanding Project Costs made by Conservancy payable at the District's election either through a



continuation of Merchandising Activities or through a termination payment or a combination of both.

**E. Ownership of Facilities**

Upon termination or expiration of the relationship, the District will retain sole ownership of all improvements and facilities constructed or installed during the life of the Agreement.

**ARTICLE VI. USE OF DISTRICT PROPERTY AND FACILITIES**

A. The District may permit the Conservancy during the term of this Agreement access to District property and facilities solely for the conduct of the Project. The District shall, on a date or dates to be determined as part of the Visitor Experience Plan and for the duration of the Term set forth in Article IV, deliver to the Conservancy occupancy of the real property, fixtures, and personal property consisting of the existing GGB Round House, the GGB Café, and such other specified real property that may be agreed upon by the parties.

B. The Conservancy shall be responsible for all costs of occupancy of new or remodeled facilities erected or constructed including, but not limited to, maintenance, repairs and utility charges. The parties may enter into a separate agreement to specify additional terms and conditions of the Conservancy's occupancy of District property and facilities.

**ARTICLE VII. INTELLECTUAL PROPERTY**

**A. Trademarks and Service Marks**

1. Ownership and Registration. Any and all use of any trademarks or service marks in connection with this Agreement shall inure to the benefit of the District and any and all such trademarks or service marks shall be owned by the District. To the extent any artwork, graphic or logo design, or other works of authorship are generated as part of any such trademarks or service marks, the Conservancy will ensure that all right, title and interest in the associated copyrights are assigned to the District. The District shall have the sole and exclusive right to seek or own any and all registrations of any trademarks or service marks used or created in connection with this Agreement.

2. Internet and Similar Properties. Any and all registrations for domain names or any names incorporating the District's trademarks or service marks and any accounts, user names, or other such properties used in connection with social media that are procured or used in connection with this Agreement shall be in the name of the District and owned by the District.

3. Licenses. The Parties will execute such license agreements for the use of trademarks or service marks as may be necessary to enable the Conservancy and District to undertake activities and programs authorized by this Agreement.

**B. Copyrights (apart from Trademarks and Service Marks)**

1. New Materials Created by Parties. Subject to Section A.1., any and all copyrights in any and all works of authorship created by the Conservancy, the District, or both of them in connection with this Agreement shall be owned jointly by the District and the Conservancy, without any duty to account to each other apart from the revenue sharing, reporting and other related provisions set forth in this Agreement. The parties agree that during the term of the Agreement all benefits of revenues derived from this joint ownership will contribute to the Project Gross Revenues, and the District will not use this joint ownership to compete with the Conservancy's merchandise and sales of such new materials. Upon expiration or termination of this Agreement, the District and Conservancy will continue to jointly own the copyright in materials created in connection with this Agreement, without any duty to account to each other whatsoever.

2. New Materials Created by Third Parties. Subject to Section A.1., where the Conservancy uses or anticipates using third parties (including without limitation artists, authors, photographers, and videographers) to create or assist in the creation of any works of authorship in connection with this Agreement, the Conservancy will either:

- (i) procure joint ownership of the copyright for the Conservancy and the District, with the same rights and duties as for the joint ownership set forth in Section B.1.; or
- (ii) procure a written license to the copyright for the benefit of the Conservancy and the District, with full rights whether acting separately or together; or
- (iii) determine that no license or copyright need be obtained.

The Parties will meet and agree upon the categories of materials for which joint copyright or long term license is desired. Thereafter The Conservancy will in good faith on a case by case basis evaluate and decide which of these options should be undertaken, taking into account the nature of the work, the cost of ownership versus a license, and the benefits to be derived, among other considerations.

**C. Existing Intellectual Property Rights**

For clarity, and notwithstanding anything to the contrary, nothing in this Agreement transfers any ownership of copyrights, trademarks, service marks, or other intellectual-property or proprietary rights held by either of the Parties prior to this Agreement to the other party, unless specified by written agreement.

**ARTICLE VIII. FINANCIAL ASSISTANCE AND COST SHARING**

A. The Conservancy shall work closely with the District to identify funding sources for the Project. In light of the Conservancy's unique fundraising capability and experience as a nonprofit organization, the Conservancy will assume major responsibility for carrying out fundraising programs and activities.

B. The capability of the District to provide financial assistance, if at all, will be determined on a year-by-year, project-by-project basis, and is subject to the availability of funds. It is not expected that Bridge toll revenues will be used. Any commitment of District revenues for the Project will require approval by the District Board of Directors, together with an agreed upon modification of the costs and revenue sharing arrangement set forth in Article III.

C. The Conservancy shall submit proposed budgets and any budget amendments to the District's Auditor Controller for review and concurrence.

D. All funds received and all funds expended by the Conservancy under this Agreement shall be maintained as specified in Article IX, below.

## **ARTICLE IX. REPORTS**

### **A. Accounting System**

The Conservancy shall maintain an accounting system, which identifies all revenues, expenses, assets, liabilities, and net-assets in accordance with current Generally Accepted Accounting Principles (GAAP).

The Conservancy shall administer all financial functions of the Project. All revenues and expenses associated with retail, visitors experience activities or related functions, all underwriting, sponsorship and support of the Project shall be recorded and managed by the Conservancy. All assets, debt, debt-service and related information shall be recorded and managed solely by the Conservancy for all aspects of the Project. Detailed accounting records shall be maintained in a manner which easily satisfies reasonable reporting requirements of either party and is consistent with current provisions of GAAP.

The Conservancy shall annually submit a Statement of Financial Activities (including gross sales, cost of merchandise, labor costs and other related expenses) for all sales, programs and activities within the District Right of Way, and for all activities and sales covered by this Agreement. The Conservancy shall make available on a monthly and quarterly basis, a simplified unaudited version of the same Statement of Financial Activities.

The Conservancy shall also submit separate audited financial statements for the preceding fiscal year to the District. Such statements shall be submitted to the District upon completion of the Conservancy's annual audit. The financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant who has been certified or licensed in the State of California.

### **B. Inspection of Records**

The District and any of its duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of the business year of the Conservancy and its cooperators and contractors, have access to and the right to examine any of the pertinent books, documents,

papers, and financial records related to this Agreement including Federal and State information returns.

**C. Annual Reports**

The Conservancy shall prepare and submit to the District and NPS an annual report of the Conservancy's activities after the close of each Conservancy fiscal year during the term of this Agreement. The report shall include, but need not be limited to, the following:

1. Statement of achievements during the preceding year;
2. Description of activities and services offered in furtherance of this Agreement.

**ARTICLE X. INDEMNIFICATION**

The Conservancy and the District shall each indemnify, defend, save and hold harmless the other Party, its Directors, Officers, employees and agents, from any and all claims, demands, damages, losses, penalties, fines, costs, liabilities, causes of action, orders, judgments, expenses and the like for any loss or destruction of, or damage to, any property, or for the death of or injury to any person, of any nature whatsoever and by whomever made, which may arise out of the actions or inactions, or the contract responsibilities, of the indemnifying Party.

**ARTICLE XI. HEALTH, SAFETY AND SECURITY**

1. The Conservancy shall provide for the safety of its employees, contractors, volunteers and the general public in their use of any District property or facilities under this Agreement. The Conservancy shall take such steps as are necessary to ensure a safe and healthful work environment for its employees, contractors, volunteers and the general public. Periodic inspections shall be conducted by the District's risk management and safety office.
2. Operations under this Agreement and the administration thereof by the District may be subject to the laws of the United States governing the GGNRA and the rules, regulations and policies promulgated therein, and to such State and local building safety, health and sanitation codes, statutes and standards as may apply.
3. The Conservancy shall designate a staff person with authority to represent and to carry out the Conservancy's responsibilities for health and safety under this Agreement. The Conservancy shall notify the District of the initial designation and any subsequent changes in the designation by written notice within thirty (30) days of such designation or any such change.
4. The Conservancy shall, in consultation with the District, and other appropriate inspection officials participate in a regular program of Fire and Safety Inspections covering all



facilities and programs authorized under this Agreement. Written reports covering all inspections of physical facilities will be completed by the inspectors and forwarded to the District within ten (10) days of the inspection date. At a minimum, all facilities shall be inspected on an annual basis, provided however that the District may require more frequent inspections where, in the District's reasonable opinion, more frequent inspections are required to ensure safety.

5. The Conservancy shall provide and maintain fire protection equipment including portable fire extinguishers of appropriate size, type and distribution to adequately protect all facilities assigned to the Conservancy under this Agreement. Provision and maintenance of this equipment will comply with National Fire Protection Association Standards as defined in NFPA No. 10, 1975.
6. The Conservancy shall provide and maintain adequate first aid equipment and qualified personnel to serve the potential needs of the Conservancy's employees, volunteers and the general public in the use of any facilities assigned to the Conservancy under this Agreement. The District will provide the Conservancy with contact information regarding District personnel who respond to emergency situations regarding visitor health and safety.
7. The Conservancy shall take immediate steps to correct health and safety and sanitation infractions called to its attention by the District and other Federal, State, or local inspection officials when such infractions, in the reasonable opinion of the inspecting official, pose an immediate threat to the health and/or safety of persons or property.
8. The Conservancy shall take steps to ensure that all accidents involving personal injury (other than minor first aid) and/or property damage and all fires occurring within the facilities assigned under this Agreement are reported immediately to the District's authorized representative.
9. The Conservancy shall be responsible for the security of any buildings that may be assigned under this Agreement and property contained therein. Discovery of any break-in or other criminal act shall be immediately reported to the District's authorized representative.

## **ARTICLE XII. MISCELLANEOUS**

### **A. Use of Area**

This Agreement is entered into by the Conservancy with the knowledge that the historic, natural and recreational qualities of the Bridge and its environs are to be preserved. The Conservancy shall not use any premises, or exercise any of the rights or privileges herein provided for, except to the extent necessary for the purposes of this Agreement and unless authorized by the NPS or the District, given their respective approval rights, and when necessary by both the NPS and District.

B. Non-Profit Status

During the term of this Agreement, the Conservancy shall retain its non-profit status pursuant to the Non-Profit Corporation Law of the State of California. Loss of this status shall be cause for termination of this Agreement. This provision does not apply to any financially independent subsidiary of the Conservancy.

C. Taxes

Any and all taxes which may be lawfully levied by the State of California or its political subdivisions upon the property or business of the Conservancy shall be paid by the Conservancy based on terms and conditions imposed by the taxing agent. No delinquencies shall be allowed to accrue. Delinquencies are grounds for termination of this Agreement.

D. Officials Not To Benefit

In connection with the performance of work under this Agreement, the Conservancy agrees not to employ, enter into any contract with, or provide any benefit arising from this Agreement to, employees and/or members of the Board of Trustees of the Conservancy or District Directors, officers or employees.

E. Headings

The headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

F. Invalidity

If any provisions of this Agreement or its application to any person or any circumstances shall be invalid and unenforceable, the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

G. Notices

1. Any notice which the Conservancy may desire or may be required hereunder to give or deliver to the District shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to General Manager, Golden Gate Bridge, Highway & Transportation District, P.O. Box 9000, Presidio Station, San Francisco, CA 94129-0601 or such other person and/or address as the District may designate by written notice to the other parties. The time of delivery of such notice shall be deemed to be the time when the same is received.
2. Any notice which the District may desire or may be required hereunder to give or deliver to the Conservancy shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to Executive Director, Golden Gate National Parks Conservancy, Building 201, Fort Mason, San Francisco, CA 94123 or such other person and/or address as the

Conservancy may designate by written notice to the other parties. The time of the delivery of such notice shall be deemed to be the time when the same is received.

I. Insurance

1. General

- (a) The types and amounts of insurance coverage purchased by the Conservancy shall, as a minimum, meet requirements detailed in this Article. Said insurance shall be reviewed annually for adequacy by the District and the Conservancy. The District reserves the right to direct adjustments in the Conservancy's insurance program, after consultation with the Conservancy, as the District deems necessary to insure the protection of the interests of the District.
- (b) The Conservancy shall annually, or at the time insurance is purchase, provide the District with Certificates of Insurance, Broker's Analysis or similar documents sufficient to evidence compliance with this section and shall provide the District thirty (30) days advance written notice of any material change in the Conservancy's approved insurance program hereunder.
- (c) The District will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Conservancy proves to be inadequate or otherwise insufficient for any reason whatsoever.
- (d) All insurance policies required by this Agreement shall specify that the insurance companies shall have no right of subrogation against the District; and shall provide that the District, its Directors, Officers, employees and agents are named as additional insureds; and shall provide that the insurance companies shall have no recourse against the District for payment of any premiums or assessments.

2. Public Liability Insurance

- (a) The Conservancy shall purchase and maintain during the term of this Agreement Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Conservancy in carrying out the activities authorized by this Agreement.
- (b) Such insurance shall be in amounts approved by the District that shall be commensurate with the degree of risk and the scope and size of activities authorized herein.

3. Property Insurance

- (a) The Conservancy at its cost shall secure and maintain fire, extended coverage and such other perils insurance in such types and limits as are determined by the District to be necessary to repair or replace District property and facilities, and the Conservancy's equipment, furnishings and other personal property necessary and as is reasonably available to satisfactorily discharge the Conservancy's obligations under this Agreement. For insurance purposes, values of such property shall be determined at the inception of this Agreement and updated annually thereafter.
- (b) Such insurance shall provide for the Conservancy and the District to be named insured as their interests may appear. Insurance provisions respecting replacement at the "same site" shall be waived.
- (c) In the event of loss, the Conservancy shall use all proceeds of such insurance to repair, rebuild, restore or replace District property and facilities, and the equipment, furnishings and other personal property of the Conservancy required for the continuing operation of the facilities, as directed by the District.

4. Additional Insurance Coverage

- (a) The Conservancy shall also obtain the following additional coverage:
  - (1) The Conservancy shall purchase and maintain during the term of this Agreement extensions of the Comprehensive General Liability coverage which provide, at the same limits, Product Liability and Contractual Liability and Liquor Liability if liquor is served.
  - (2) The Conservancy shall provide the following coverage respecting vehicles owned and/or operated by the Conservancy: Comprehensive Automobile Liability, Uninsured Motorist coverage, and statutory "No-Fault" coverage, as required by the State of California.
  - (3) The Conservancy shall provide Statutory Worker's Compensation as required by the State of California, Employer's Liability coverage and Voluntary Compensation endorsement.
- (b) The Conservancy shall require that all users acting under the provisions of sub agreements with the Conservancy carry insurance at levels appropriate to the degree of risk during the course of their activities related to this



Agreement, or that such activities are covered by the Conservancy's insurance.

- (c) All payable losses arising out of damage to District property and facilities shall be paid to the District.

### ARTICLE XIII. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date written above.

GOLDEN GATE BRIDGE, HIGHWAY AND  
TRANSPORTATION DISTRICT

GOLDEN GATE NATIONAL PARKS  
CONSERVANCY

By: Dennis Mulligan  
Title: General Manager

By: Gregory E. Morre  
Title: Executive Director

By: Janet P. Brantano  
Title: Secretary of the District

By: Maack Buell  
Title: Board Chair


Approved as to form:

David J. Lee  
Attorney for District



**MEMORANDUM**

To: Janet S. Tarantino, Secretary of the District

From: Denis J. Mulligan, General Manger 

Date: June 24, 2011

Subject: **AGREEMENT BETWEEN THE GOLDEN GATE NATIONAL PARKS  
CONSERVANCY AND THE GOLDEN GATE BRIDGE, HIGHWAY AND  
TRANSPORTATION DISTRICT**

Attached herewith for your Office's files and safekeeping are the following original counterpart documents between the Golden Gate National Parks Conservancy and the Golden Gate Bridge, Highway and Transportation District (District):

1. Scope of Sales Agreement dated June 17, 2011;
2. Golden Gate Bridge Project Agreement Amendment III dated June 17, 2011; and,
3. Golden Gate Bridge Project Agreement Amendment IV dated June 17, 2011

These documents should be kept with the Memorandum of Understanding (between the National Park Service, Conservancy and District) and Agreement (between the Conservancy and District) which were sent to your office previously.

Attachments

cc: David Miller, Madeline Chun, Joseph Wire, Kary Witt

**Golden Gate Bridge, Highway and Transportation District (District)**  
**and the**  
**Golden Gate National Parks Conservancy (Parks Conservancy)**  
**Scope of Sales Agreement**

**Sales Purpose and Philosophy**

The Scope of Sales is an outline that provides direction about the subject areas and types of merchandise to be considered for sale by the Golden Gate National Parks Conservancy (Parks Conservancy) in retail outlet(s) located in the Golden Gate Bridge, Highway and Transportation District (District)'s Right of Way. This guideline will assist Parks Conservancy and District staffs as they research, develop, propose and select titles and merchandise. Items may occasionally fall outside of these categories; they will be considered on a case by case basis.

The retail outlet(s) at the District operated by the Parks Conservancy will sell items that support the District's interpretive themes and visitor information needs. The retail outlet(s)'s offerings will strive to appeal to a range of ages and interest groups, in a range of media and prices, and to present a balance of historical perspectives. Sales items will relate to District's resources – specifically the Golden Gate Bridge, visitor needs and amenities, trip planning, the Golden Gate National Parks, and related topics as defined in this document.

The Parks Conservancy will also sell food and non-alcoholic beverages in retail outlet(s) located in the District's Right of Way.

**Golden Gate Bridge Significance Statement**

Spanning the fabled entrance to San Francisco Bay, the Golden Gate Bridge is a 1.2-mile-long symbol of American ingenuity and resolve. Constructed during the Great Depression and opened to traffic in 1937, it was the longest suspension bridge in the world for more than a quarter-century. This international icon is also a vital Bay Area transportation link—more than 40 million vehicles cross the Bridge each year, as do millions of visitors from around the world. The centerpiece of the Golden Gate National Parks, the Bridge is both a marvel of engineering and spectacular example of soaring architectural imagination.

### **Mission Statement: Golden Gate Bridge, Highway and Transportation District**

The mission of the Golden Gate Bridge, Highway and Transportation District (District) is to provide safe and reliable operation, maintenance and enhancement of the Golden Gate Bridge and to provide transportation services, as resources allow, for customers within the U.S. Highway 101 Golden Gate Corridor.

### **Mission Statement: Golden Gate Bridge Retail Store**

The Parks Conservancy will work with the District to develop a fiscally responsible retail and product program that will interpret, celebrate, and promote the beauty and majesty of the Golden Gate Bridge as well as the national park lands that connect to the Bridge. Through a series of iconic and celebratory products and publications presented in a dynamic retail environment on the District's Right of Way and through the Golden Gate Bridge online store, this program will provide visitors with an opportunity to engage with this landmark structure, to learn about its unique stories and to have an expanded and memorable experience.

### **Merchandise Criteria**

#### *Primary Interpretive Themes and Subject Matters*

This list is not considered comprehensive, but provides the framework for areas of interpretive research and exploration. The list also presents the range of subject matter that merchandise in the Golden Gate Bridge retail program will cover – with primary emphasis on the Bridge and its setting.

#### **Theme A: Architecture and Engineering**

1. Spanning the Golden Gate
2. Bridge Engineering
3. Building the Bridge
4. Design and Geometry
5. Facts and Figures
6. Challenges and Obstacles
7. Bridge Over Time: Changes
8. Painting the Bridge
9. Day-to-Day Operations
10. Ongoing Repairs, Maintenance, and Performance



**Theme B: History**

1. Before the Bridge
2. Native American
3. Discover the Golden Gate: Spanish, British
4. Westward Expansion
5. Story of Building the GGB
6. Joseph Strauss, Morrow
7. Opening the Bridge
8. Bridge During Wartime
9. Bridge Events and Milestones
10. SF and Bay Area History

**Theme C: Transportation**

1. Cars
2. Boats
3. Bicycles
4. Runners
5. Walkers

**Theme D: Landmark, Icon, Symbol**

1. Building the Legend
2. Symbol of America
3. Commemoration
4. Celebration
5. Reflection
6. Inspiration

**Theme E: Golden Gate National Parks**

1. Fort Point National Historic Site
2. Presidio of San Francisco
3. Crissy Field
4. Other Golden Gate National Parks Sites
5. Cultural History
6. Natural History
7. Scenery
8. Visiting the Golden Gate National Parks
9. Stewardship
10. National Park Service and National Parks

**Theme F: Natural and Scenic Setting**

1. Formation of the Land
2. Ornithology
3. Marine Biology
4. Ocean Currents
5. Bay and Island Ecology
6. Geology Above and Below the Land

**Theme G: Secondary Interpretive Themes**

1. Promoting Bridge Messages, Programs, Initiatives, Special Events, etc.
2. Bay Area Explorations
3. Recreation
4. California History

*Audiences*

- Individuals/Families
- Young Adults, Children, School Groups (K-12)
- Foreign Visitors
- Non-English Speaking Audiences
- Recreational Users: Bicyclists, Runners
- Teachers and Other Educators
- Organized Group Visits
- Local Communities, including Neighbors and Local Organizations
- Non-traditional Bridge Users or Other Special Populations

*Media Types*

A variety of media formats shall be offered for sale to accommodate different learning styles and tastes in order to reach the widest possible audience.

- Books (adult, teens, children).
- Electronic Media (audio, video, Apps, DVD, CD, CDROM, web-based, and new electronic and technology based formats) that tell historic and contemporary stories and voices of the Bridge, reaching new and younger audiences, and addressing the changing way information is presented and learned.
- Graphic Arts (historic and contemporary: art, graphics, photography), poster and prints that represent the architectural, cultural, symbolic significance of the Bridge.

- Printed Materials (stationery, stamps, journals, calendars, magnets, etc.) that reflect historic and contemporary images of the park and relay informative text about a wide variety of park subjects.
- Replicas and Reproductions (models, bolts, nuts, clothing, badges, coins, instruments, equipment, tools, historic ephemera, toys, games, signs, etc.) that offer visitors close facsimiles to actual artifacts and cultural objects of the parks.
- Informational Decks (boxes, fold-outs, set, etc.) which present interpretive stories and history to visitors in unique formats.
- Apparel with historic and logo images that promote the Bridge, and provide visitors with physical comfort during changing weather conditions.
- Childrens' toys and games that reflect the Bridge themes.
- Arts, crafts, and jewelry inspired by the Bridge.
- Gifts that reflect Bridge themes, design, and iconic status.
- General brochures, guides and maps to the Bridge.
- Branded items that reflect the Bridge, Bridge Programs, Bridge Initiatives, and Bridge Events, Commemorative Occasions (apparel, ceramics, pins, patches, luggage tags, posters, stationery, and other visitor destination items) that promote awareness to local and national audiences about the Bridge, encouraging visitation and positive engagement with the Bridge on many levels.
- Amenities for the visitor that offer them a valuable service, including, but not limited to beverages, food, camera batteries, ponchos, sunscreen, umbrellas, etc.).
- Bridge merchandise based on the collection of the District.
- Golden Gate Bridge 75<sup>th</sup> Anniversary merchandise utilizing the anniversary logo.

### **Items for Special Programs/Events**

It may be appropriate to introduce certain titles or items to support special Bridge events, anniversaries, holidays, and celebrations.

### **Selection Process and Criteria for Specific Sales Items**

The Parks Conservancy will use this document as their guideline to purchase and develop products and publications sold at retail operations on the District's Right of Way. The General Manager or their designee may review items at any time for:

- **Appropriateness:** How well does this product interpret Bridge and park themes, promote the Bridge and park lands, and serve audiences?
- **Quality:** How well does the product capture the message and what is the level of craftsmanship of each item?
- **Accuracy:** Does the product reflect the best scholarship and knowledge?
- **Value:** Is the product a good buy for the customer at the suggested sales price?
- **Currency:** Is the product up-to-date?
- **Authenticity:** Does the product reflect an authentic historical perspective?
- **Visitor Amenities:** Does the product offer visitors a valuable service?
- **Revenue Generation Ability:** Does the product produce positive revenue?

#### **Designated Staff for Implementing the Scope of Sales Agreement**

The District staff designee for working with the Parks Conservancy in implementing this *Scope of Sales* Agreement is Kellee Hopper, Marketing and Communications Director.

The Parks Conservancy staff designee for working with the District in implementing this *Scope of Sales* Agreement is Robert Lieber, Director of Retail and Product Development.

#### **Authorities and Limits**

- The Parks Conservancy will have the authority to develop and select merchandise responding to the merchandise criteria and audiences outlined in this Agreement.
- A list Golden Gate Bridge Collection and 75<sup>th</sup> Anniversary logo merchandise to be created by the Parks Conservancy for sale at retail locations within the District's Right of Way and on the Golden Gate Bridge online store will be presented to the District designee for approval. The District designee is committed to a streamlined approval process that expedites decisions.
- The Parks Conservancy designee will consult with the District designee when review of the content of merchandise is deemed important to ensure accuracy of presentation.



- The District designee may request a list of merchandise items being developed or on sale at retail locations within the District's Right of Way and on the Golden Gate Bridge online store. Any item deemed inappropriate by the District will be brought to the attention of the Parks Conservancy designee and re-evaluated to determine the appropriate action to be taken, including, but not limited to selling through of existing on hand inventory.
- No items will be sold which contributes to the damage or inappropriate degradation of Bridge resources, including the Bridge's status as an international icon.
- No items may be sold which compromises the security of the Bridge or its users.

### **Off-Site Sales**

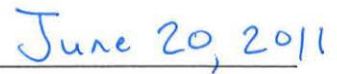
The Golden Gate National Parks Conservancy, in order to promote the Golden Gate Bridge to wider audiences, will engage in off-site and online retail and wholesale sales.

### **Special Event Sales**

All items sold on the District's Right of Way will be sold by the Parks Conservancy. For special events, with the written approval of the District and the Parks Conservancy a vendor may sell items deemed appropriate by the District that does not compete with the Parks Conservancy's retail inventory.



\_\_\_\_\_  
 Denis J. Mulligan, General Manager  
 Golden Gate Bridge, Highway and Transportation District



\_\_\_\_\_  
 Date



\_\_\_\_\_  
 Greg Moore, Executive Director  
 Golden Gate National Parks Conservancy



\_\_\_\_\_  
 Date



PARKS FOR ALL FOREVER™

June 17, 2011

## Golden Gate Bridge Project Agreement Amendment III

**Clarification between Golden Gate National Parks Conservancy and Golden Gate Bridge, Highway and Transportation District - Article XII., Section I**

### **Insurance related points of clarification**

#### Property and Facilities:

- Facilities covered under all insurance obligations of this Agreement shall include: the 75<sup>th</sup> Anniversary Pavilion (Visitor Orientation Facility), Bridge Café and Round House.

#### Coverage Limits:

- The Golden Gate National Parks Conservancy (Parks Conservancy) shall provide General Liability limits of \$1,000,000/\$2,000,000 (occurrence and aggregate) and Umbrella of \$15,000,000; and the Parks Conservancy shall name the Golden Gate Bridge, Highway and Transportation District as an additional named insured.
- The Parks Conservancy shall provide Builder's Risk limits of \$2,000,000 during the construction of the Visitor Orientation Facility.

#### Replacement Value:

- Current estimated replacement value for the prospective construction of the 75<sup>th</sup> Anniversary Pavilion (Visitor Orientation Facility) is \$2,000,000. Per Project Agreement, this estimate will be restated after completion of construction.

A handwritten signature in blue ink, reading "Denis Mulligan".

Denis J. Mulligan, General Manager  
Golden Gate Bridge, Highway and Transportation District

June 20, 2011  
Date

A handwritten signature in black ink, reading "Greg Moore".

Greg Moore, Executive Director  
Golden Gate National Parks Conservancy

06.22.2011  
Date



PARKS FOR ALL FOREVER

June 17, 2011

## Golden Gate Bridge Project Agreement Amendment IV

### ARTICLE VI. USE OF DISTRICT PROPERTY AND FACILITIES, B.

- The District agrees to maintain all exterior sections of buildings, including the Bridge Café, Round House and Pavilion. Such maintenance shall include but not be limited to: general condition, cleaning, and routine maintenance.
- The District is responsible for maintaining a high standard for the plaza, similar to how it currently maintains the existing visitor areas, including: plaza maintenance and routine repairs, landscape maintenance, garbage and litter collection, and clean-up.
- The Parks Conservancy will design all improvements to minimize future maintenance needs.
- The Parks Conservancy will be responsible for all interior maintenance of buildings including the Bridge Café, Round House and Pavilion.
- The District shall cover all costs associated with the repair and maintenance of existing utility structures and delivery systems including sewage, water and electricity except for repairs necessitated by Parks Conservancy construction activities.
- The Parks Conservancy shall cover all costs associated with on-going operations of new and existing utilities within the project space.
- All of the cost associated with carrying out the responsibilities set forth above, except for the District's repair of existing utilities, shall be deemed Project Costs.

A handwritten signature in blue ink, reading "Denis Mulligan".

Denis J. Mulligan, General Manager  
Golden Gate Bridge, Highway and Transportation District

June 20, 2011

Date

A handwritten signature in black ink, reading "G. Moore".

Greg Moore, Executive Director  
Golden Gate National Parks Conservancy

06.22.2011

Date

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Tony Anziano, Toll Bridge Program Manager, Caltrans

**RE:** Agenda No. - 4b

Item- Program Issues  
Commemorative Stamp and Coin Proposal

---

**Recommendation:**

**APPROVAL**

**Cost:**

N/A

**Schedule Impacts:**

N/A

**Discussion:**

The TBPOC is being asked to review and approve a proposal to the Citizens' Stamp Advisory Committee and Citizens' Coinage Advisory Committee for a commemorative stamp and coin honoring the new San Francisco-Oakland Bay Bridge, which is scheduled to open in 2013. We meet the criteria for the coin and stamp under these main subjects:

1. Significant impact on American history or culture.
2. Events of historical significance.
3. Widespread national appeal and significance.

At the opening of the original bridge in 1936 a silver half-dollar coin was issued. Similarly, our goal is to immortalize the new Bay Bridge on legal tender currency issued by the U.S. Mint and a U.S. Postal stamp at the time of the opening of the new East Span.

Generally, proposals are submitted 3 years prior to the issue date; therefore it is urgent that they are sent promptly for consideration.

**Attachment(s):**

1. Letter to the Citizens' Stamp Advisory Committee
2. Letter to the Citizens' Coinage Advisory Committee





# THE SAN FRANCISCO-OAKLAND BAY BRIDGE SEISMIC SAFETY PROJECTS

CALTRANS

BAY AREA TOLL AUTHORITY

CALIFORNIA TRANSPORTATION COMMISSION

311 Burma Road  
Oakland, CA 94607

February 1, 2012

Citizens' Stamp Advisory Committee  
c/o Stamp Development  
U.S. Postal Service  
475 L'Enfant Plaza SW, Room 3300  
Washington, DC 20260-3501

Dear Citizens' Stamp Advisory Committee,

We are writing to propose a commemorative stamp honoring the new San Francisco-Oakland Bay Bridge, which is scheduled to open in 2013. This is more than an upgrade to one of the country's busiest bridges; it is an epic transformation into a global icon, featuring some of the most cutting-edge and innovative engineering, construction and seismic technology. Because of the project's significance to the Bay Area, the State of California and the nation at large, we believe a commemorative stamp would be an ideal tribute.

Rebuilding the Bay Bridge is a monumental endeavor in terms of the challenges we have overcome and the herculean engineering and construction feats that have been accomplished. This \$6.3 billion dollar project is currently the largest public infrastructure project in the United States of America. The Bay Bridge retrofit has been a powerful economic engine, generating approximately 126,000 new jobs.

One signature element transforms the Bay Bridge into a new global icon – the Self-Anchored Suspension Span (SAS). The SAS component is the largest bridge of its kind anywhere in world (2,078 feet), one of many firsts. The bridge's distinctive and asymmetrical design, as well as sweeping and graceful aesthetics, will give the new East Span a unique silhouette.

Building this world-class bridge is a global effort—with components being manufactured domestically and overseas. The Bay Bridge project was honored at the 2010 World Expo in Shanghai, the largest world's fair in history, as a public safety project incorporating technological innovation, environmental consciousness and international teamwork. The uniqueness and significance of this project has also caught the attention of the national and international media with several television documentaries already produced.

For more information about the San Francisco-Oakland Bay Bridge Seismic Safety Projects, please visit [BayBridgeInfo.org](http://BayBridgeInfo.org).

We thank you for your consideration.

Steve Heminger  
TBPOC Chair, Executive Director, Bay Area Toll Authority

Bimla Rhinehart  
TBPOC Vice-Chair, Executive Director, California Transportation

Malcolm Dougherty  
Acting Director, Caltrans



# THE SAN FRANCISCO-OAKLAND BAY BRIDGE SEISMIC SAFETY PROJECTS

CALTRANS

BAY AREA TOLL AUTHORITY

CALIFORNIA TRANSPORTATION COMMISSION

311 Burma Road  
Oakland, CA 94607

February 1, 2012

Citizens Coinage Advisory Committee  
801 9th Street, NW  
Washington, DC 20220

Dear Citizens' Coin Advisory Committee,

In 1936, to mark the opening of the original San Francisco-Oakland Bay Bridge, Congress authorized the issue of 200,000 silver commemorate half dollars.

We are writing to propose a commemorative coin honoring the new San Francisco-Oakland Bay Bridge, which is scheduled to open in 2013. This is more than an upgrade to one of the country's busiest bridges; it is an epic transformation into a global icon, featuring some of the most cutting-edge and innovative engineering, construction and seismic technology. Because of the project's significance to the Bay Area, the State of California and the nation at large, we believe a commemorative coin would be an ideal tribute.

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For more information about the San Francisco-Oakland Bay Bridge Seismic Safety Projects, please visit [BayBridgeInfo.org](http://BayBridgeInfo.org).

We thank you for your consideration.

Steve Heminger  
TBPOC Chair, Executive Director, Bay Area Toll Authority

Bimla Rhinehart  
TBPOC Vice-Chair, Executive Director, California Transportation

Malcolm Dougherty  
Acting Director, Caltrans

## *Memorandum*

**TO:** Toll Bridge Oversight Committee (TBPOC)    **DATE:** February 22, 2012  
**FR:** Tony Anziano, Toll Bridge Program Manager, CT  
Jason Weinstein, Senior Program Coordinator, BATA  
**RE:** Agenda No. - 5a  
Item – San Francisco-Oakland Bay Bridge Updates  
Corridor Update

---

**Recommendation:**

For Information Only

**Cost:** TBD

**Schedule Impacts:** TBD

**Discussion:**

Work is ongoing across the entire length of the San Francisco-Oakland Bay Bridge East Span Seismic Replacement Project.

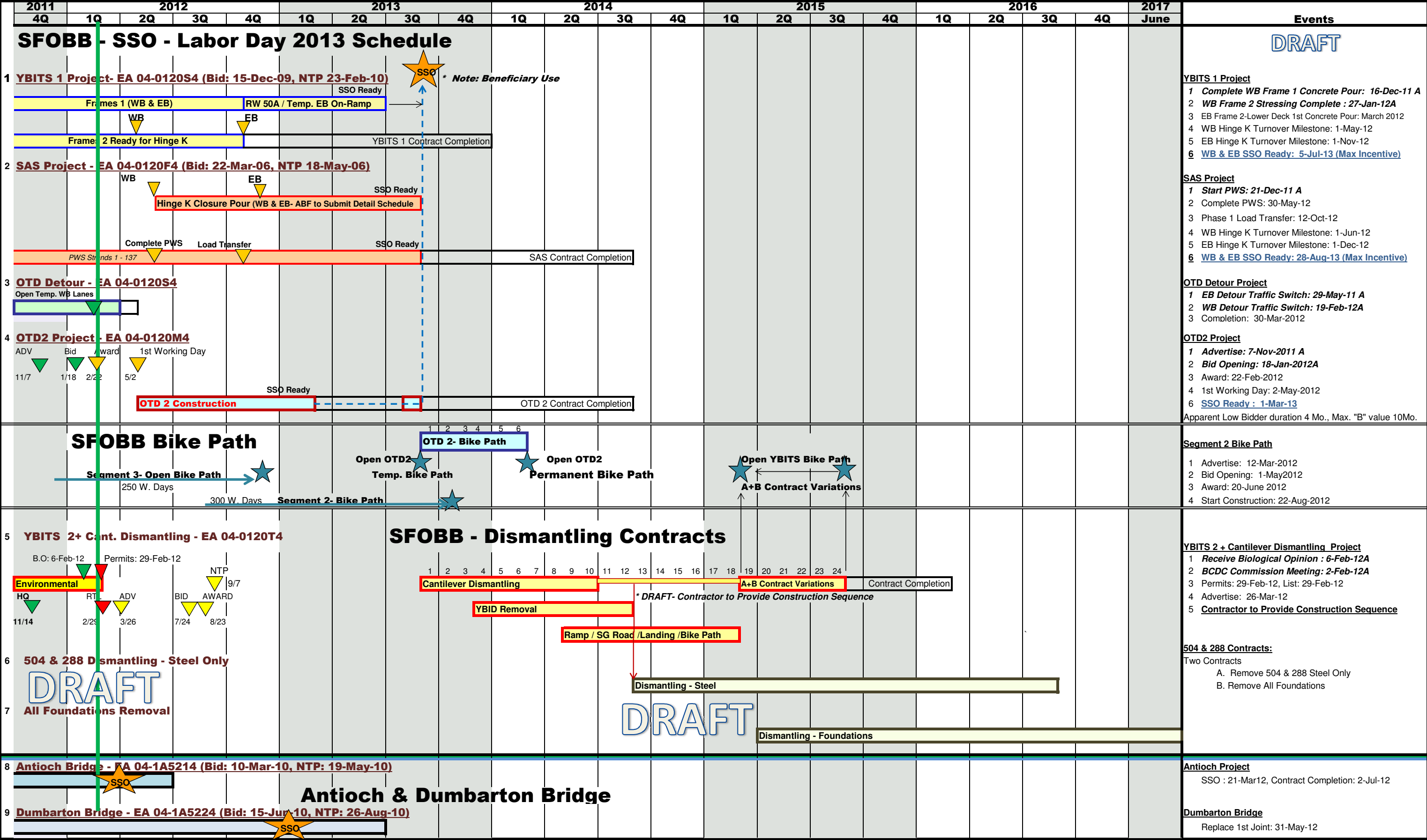
- On the Self-Anchored Suspension Span Contract, as of February 21 the contractor has completed the hauling of 50 of 137 cable strands that will support the self-anchored suspension span. The contractor is working 12 hour shifts 6 days a week on this operation.
- On the Yerba Buena Island Transition Structures #1 Contract work is progressing well on the eastbound structure. The first eastbound concrete pour is scheduled for March 2012. The falsework used to construct the westbound bridge is scheduled for removal in April 2012.
- On the Oakland Detour, the multi-day closure of the westbound direction of the bridge was successfully completed on President's Day Weekend. The westbound direction of the bridge closed at 8 PM on Friday, February 17 and the bridge was reopened just shortly after 7 PM on Sunday, February 19, 2012.
- On the Oakland Touchdown #2 contract BATA allocated \$45 million to the project on February 22, 2012. Currently the award of the project is on hold pending the resolution of a bidder protest.

**Attachment(s):**

Toll Bridge Seismic Retrofit Program - Summary Schedule (SSO)

Toll Bridge Seismic Retrofit Program - Summary Schedule (SSO)

Update as of 2/21/2012





**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Peter Lee, Senior Program Coordinator, BATA

**RE:** Agenda No. - 5a1

Item- San Francisco-Oakland Bay Bridge Updates  
YBITS No. 2/ E1 Reuse Amendment

---

**Recommendation:**

**APPROVAL**

**Cost:**

Estimated potential savings of \$4,000,000

**Schedule Impacts:**

None

**Discussion:**

Staff is requesting TBPOC approval to modify the YBITS2 contract plans to incorporate the E1 reuse concept previous presented and discussed. The reuse alternative would cutoff the pier several feet above the top of the hill for use as a viewing platform with views of the SAS, Oakland and Yerba Buena Island. The final cutoff elevation would be determined by project staff to retain the historic footprint and form of E1.

As this concept was not contemplated as part of original environmental review nor as part of the current reevaluation, the YBITS2 contract will leave E1 in an unfinished, but level state and staff would continue to work with stakeholders to work implement the reuse concept. Construction of any pathways, fencing and other amenities would be constructed under the YBITS Landscaping job and subject to further TBPOC approval at a later date.

**Attachments:**

N/A



**E1 Reuse Alternative - Reuse E1 at Grade Level Looking from South**

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee  
(TBPOC)

**DATE:** February 29, 2012

**FR:** Peter Lee- Senior Program Coordinator, BATA

**RE:** Agenda No. - 5a2

Item- San Francisco-Oakland Bay Bridge Updates  
Oakland Touchdown No. 2 Award Status

---

**Recommendation:**

For Information Only

**Cost:**

N/A

**Schedule Impacts:**

N/A

**Discussion:**

Bids for Oakland Touchdown No. 2 (OTD2) were opened on January 18, 2012. The bid results are shown in Table 1. At this time, the Department has apparently determined the Myers and Sons and CEC bids to be non-responsive and has requested the next lowest bidders to extend their bid beyond the typical 30-day bid award period such that an award can be made. Currently, Flatiron West is the lowest apparent bidder followed by MCM Construction. On February 22, 2012, BATA allocated \$47.4 million for the contract, so no additional BATA action is required to award to any of the lowest five bidders.

While extensions to the 30-day bid award period have been requested a number of times on other projects, MCM has submitted an objection/protest on February 24, 2011 citing that any attempt by Caltrans to extend the pier of award for OTD2 at this time, after all bids have “expired” would be illegal, contrary to law, and contrary to competitive bidding policies of the State.

Letters from Flatiron protesting the responsiveness of the Myers and Sons bid and from MCM protesting the bid award extension are attached. At this time, the contract has yet to be awarded.

**Attachments:**

1. Letter from Flatiron West, Inc. to Caltrans dated January 31, 2012
2. Letter from MCM Construction, Inc. to Caltrans dated February 24, 2012

**Table 1 – Bid Results for OTD2**

<b>Bid Rank</b>	<b>Contactore</b>	<b>A Bid Value</b>	<b>B Working Days</b>	<b>A + B Total (\$10.5k/day)</b>
1	<del>Myers and Sons</del>	<del>\$ 28,704,096.75</del>	125	<del>\$ 30,016,596.75</del>
2	Flatiron West	\$ 30,883,199.25	165	\$ 32,615,699.25
3	MCM	\$ 31,327,161.50	150	\$ 32,902,161.50
4	<del>CEC</del>	<del>\$ 31,585,060.55</del>	<del>210</del>	<del>\$ 33,790,060.55</del>
5	CC Myers	\$ 32,232,232.00	300	\$ 35,382,232.00
6	OC Jones/Disney	\$ 34,045,235.20	218	\$ 36,334,235.20
7	Diablo Contractors	\$ 36,778,310.25	200	\$ 38,878,310.25
	Engineer's Estimate	\$ 42,924,544.30		



*Build the Best. **Be the Best.***



Flatiron West, Inc.  
2100 Sandyside Road  
Berkeley, California 94610  
916 742-6000 main  
916 742-0540 fax  
[www.flatironcorp.com](http://www.flatironcorp.com)

January 31, 2012

California Department of Transportation  
Division of Engineering Services  
Office Engineer MS 43  
1727 30<sup>th</sup> Street  
P.O. Box 168041  
Sacramento, Ca. 95816-8041

Attention: John McMillan, Deputy Division Chief

Re: Contract No. 04-0120M4  
04-ALA-80-1.0/1.7  
Bids Opened: January 18<sup>th</sup>, 2012  
Bid Protest of Myers and Sons Construction, LP

Dear Mr. McMillan:

Flatiron West Inc., hereby protests the award of the above referenced project to Myers and Sons Construction, LP (Myers and Sons) due to errors with their bid documents.

After reviewing the bid documents, it became blatantly apparent that Myers and Sons proposal has major issues. Their bid had numerous bid item unbalancing as well as Subcontractor Listing errors. Furthermore, the number of working days bid was substantially low, which will require verification.

#### **UNBALANCED PRICING**

Caltrans stipulates in the 1999 Standard Specification 2-1.10 Disqualification of Bidders, *"Proposals in which the prices obviously are unbalanced may be rejected."* Myers and Sons submitted obvious unbalanced prices for numerous bid items. The following are examples of the most obvious unbalancing:

<u>Bid Item</u>	<u>Description</u>	<u>U / P Bid Myers &amp; Sons</u>	<u>Average U / P Bid Bidders 2-7</u>	<u>Percent Out of Balance</u>
66	Roadway Excavation (Type H) Item Total Price:	\$10 / M3 \$112,000	\$177 / M3 \$1,991,733	94%
67	Roadway Excavation (Class II) Item Total Price:	\$400 / M3 \$23,200	\$153 / M3 \$8,893	161%
74	Structure Excavation (Type H) Item Total Price:	\$80 / M3 \$13,040	\$372 / M3 \$60,582	78%
112	Leveling Concrete Item Total Price:	\$35 / M3 \$1,890	\$400 / M3 \$17,145	91%

As you are aware, there are serious financial implications to Caltrans caused by unbalancing of prices. There is clear indication, from these bid items alone, that the unit prices do not nearly account for the cost to perform the work.

The most obvious unbalanced price submitted by Myers and Sons is Bid Item No. 66, Roadway Excavation (Type H). The contract Special Provisions stipulate the excavation, storage, transportation and disposal are included in the contract price paid per cubic meter for Roadway Excavation (Type H). Roadway Excavation (Type H) cannot be performed at \$10 per M3.

The Type H hazardous material requires disposal at a certified hazardous waste facility. The facility nearest to the greater San Francisco Bay Area is in Buttonwillow, Ca. The average cost for hauling and disposal fees to this land fill is \$85 per ton or +/- \$165 per M3. The cost for excavating and handling of the material would be in addition to the \$165 per M3.

All bidders recognized and accounted for these costs except for Myers and Sons. With their bid of \$10 per M3, it is obvious that the price is unbalanced. The average total price for Bid Item 66 from all other bidders was \$1,991,733. Myers and Sons total price was \$112,000. For this reason alone the bid of Myers and Sons should be considered unbalanced and rejected by the State.

#### **SUBCONTRACTOR LISTING ERRORS**

Myers and Sons failed to complete the Subcontractor Listing Form which states, *"Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid"*

Public Contract Code along with Caltrans Specifications requires the listing of all major Subcontractors whose dollar amount is greater than ½ of 1 percent at the time of bid

submittal. Based on Myers and Sons bid price, subcontractors with bid values greater than \$135,000 would have to be listed.

On the day of the bid, Myers and Sons listed Synergy Project Management, Inc for AC Paving & Related (Partial). This would insinuate that Synergy would be performing asphalt paving, asphalt dikes, paving oil, and possibly cold planning activities since these are items of work "related" to AC Paving. The day after the bid, Myers and Sons listed Synergy to perform Removal / Clear and Grub, Earthwork / Grading, and Lightweight Embankment scopes of work. These scopes of work are not "related" to AC Paving and in fact have nothing to do with AC Paving.

Removal / Clear and Grub, Earthwork / Grading, and Lightweight Embankment are all major scopes of work each above the Subcontractor listing threshold and in no way are "Related" or "Partial" to AC Paving. If Myers and Sons intent was to have Synergy perform these additional scopes of work at the day of the bid, they should have included this scope of work as being performed by Synergy. By not indicating that these major scopes of work were being subcontracted, it means that Myers and Sons would be self-performing these scopes of work.

The description of subcontracted work section of the bid form must be accurate to the scope of work otherwise the bidder has an unfair competitive advantage in that he can bid shop and obtain better pricing if he lists vague and ambiguous scopes of work. Did Myers and Sons neglect to list a subcontractor for the Lightweight Embankment at time of Bid Submittal and later add the subcontractor as a 2<sup>nd</sup> tier subcontractor under Synergy? Did Myers and Sons continue to negotiate with subcontractors after the Bid Submittal period and then include those scopes under Synergy? Unfortunately, these are questions that may not be answered if Caltrans accepts the incomplete Subcontractor List as submitted by Myers and Sons.

The day after the bid, Myers and Sons submitted paperwork that indicated Synergy was now being listed for performing the Removals / Clearing and Grubbing, Earthwork / Grading, and Lightweight Embankment under the description "AC Paving and Related (Partial)". Presumably Geo Cell Solutions, Inc., was added as a 2<sup>nd</sup> tier subcontractor to Synergy for the Lightweight Embankment. These are major inconsistencies from the subcontracted scope submitted less than 24-hours earlier since it is not related to "AC Paving". Had Myers and Sons intended to subcontract the Removals / Clearing and Grubbing, Earthwork / Grading, and Lightweight Embankment scopes of work to Synergy on the day of the bid, it should have indicated so. However, 24-hours after the bid, Myers and Sons changed their mind and decided to subcontract those scopes to Synergy. Subcontracting laws do not allow for this to occur and that is the reason each bidder must complete the "Subcontractor Listing Form" accurately. Failure to do so will result in a non-responsive bid.

Myers and Sons failed to submit an accurate Subcontractor Listing Form at the time of the bid and its' bid should be deemed non-responsive.

**WORKING DAYS BID**

Myers and Sons submitted their bid based on 125 working days. As this project defines a working day as any day, it is skeptical that Stage 1 can be completed within that time frame.

It is requested that Caltrans investigate that Myers and Sons can in fact complete Stage 1 within 125 working days and confirm that Myers and Sons understands that a working day is any day regardless of Holidays, weather, or Saturdays and Sundays. Justification for the number of working days bid is required in order to demonstrate the bid is responsive.

**CONCLUSION**

Myers and Sons bid was without question submitted with errors and ambiguities that provide them with an unfair advantage and cannot be considered as responsive.

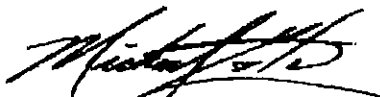
Myers and Sons clearly submitted unbalanced bid prices that are obvious and detrimental if utilized. Caltrans has set precedence countless times to not allow obvious bid unbalancing and should not allow it in this case.

Myers and Sons submitted a non-responsive Subcontractor Listing Form. The Subcontractor List Form requires specific and accurate information in order to eliminate unfair practices. Myers and Sons provided a broad and inaccurate description for AC Paving and Related (Partial), which became Unrelated and Not Partial to that scope of work 24 hours following the bid submittal.

The working days bid by Myers and Sons needs to be scrutinized and justified given the low number of days bid.

Any one of the errors made by Myers and Sons warrants Caltrans to legitimately determine their bid to be nonresponsive. Taken as a whole, the decision is unquestionable. Flatiron requests Caltrans adhere to the strict guidelines that are put in place for fair and competitive bidding and conclude that Myers and Sons Construction, LP's bid is nonresponsive and not eligible for award.

Sincerely,  
Flatiron West, Inc.



Michael Costa  
Estimating Manager



**Date** 1/31/12**Pages Including Cover Page** 5**TO:** John McMillan  
Caltrans**Phone****Fax** 916-227-6282**FROM:** Michael Costa  
Flatiron West, Inc.  
Northern Division  
2100 Goodyear Road  
Benicia, California 94510  
USA**Phone** 707-742-6000**Fax** 707-746-0849**RE:** Bid Protest 04-0120M4**REMARKS:** ☐ Urgent ☐ For your review ☐ Reply ASAP ☐ Please Comment

**TIME SENSITIVE INFORMATION**  
**PLEASE DELIVERY IMMEDIATELY TO RECIPIENT**

**Please see attached Bid Protest for**  
**Contract 04-0120M4 Hwy 80 Oakland bid date Jan. 18, 2012**



**Main Office**

P.O. BOX 620 / 6413 32nd Street / North Highlands / CA 95660  
(916) 334-1221 Estimating / Engineering FAX (916) 334-0562  
Accounting FAX (916) 334-8355

**Southern California Regional Office**

P.O. BOX 867 / 19010 Slover Ave. / Bloomington / CA 92316  
(909) 875-0533 Engineering / Accounting FAX (909) 875-2243

Sent via Fax (916) 227-6282 and U.S. Mail

February 24, 2012

State of California  
Department of Transportation  
Engineering Service Center  
Division of the Office Engineer, MS43  
1727 30th Street  
Sacramento, CA 95816

Attn: John McMillan, Deputy Division Chief

**Re: Contract No.: 04-0120M4**  
**Bid Opening: January 18, 2012**  
**Objection/Protest to Requested Extension of Award Period**

Gentlemen:

M.C.M. Construction, Inc. ("MCM") is a responsive bidder for the above-referenced contract solicitation by the California Department of Transportation ("Caltrans"). As you know, Caltrans did not issue any intent to award the subject contract within the specified award period, and all bids expired on February 18, 2012. We recently received Caltrans' February 23, 2012, letter and learned that, despite failing to award during the applicable period, Caltrans now is requesting that the apparent low bidder, and others, agree to extend their bids for an additional award period. MCM objects and protests such action by Caltrans. For reasons set forth below, any attempt by Caltrans to extend the period of award for this contract solicitation now, after all bids have expired, would be illegal, contrary to law, and contrary to competitive bidding policies of this State.

First, it is well-established that a contractors' bid is in an offer which, once opened, is in the nature of an irrevocable option enjoyed by the soliciting entity. *See M. F. Kemper Const. Co. v. City of Los Angeles*, 37 Cal. 2d 696, 700 (1951). Such an offer is based upon the terms of the solicitation documents which, in this case, included a 30-day award period. Thus, the bids were valid only for 30 days and, on the 31<sup>st</sup> day, all offers expired, leaving no bid open or valid. Caltrans cannot seek to resurrect these offers from bidders after express expiration.

Second, now that the bid award period has expired, granting the apparent low bidder the option to choose to extend its bid creates an unfair advantage that bidder did not previously enjoy. That is, prior to the expiration of the award period, the apparent low bidder remained fully bound by its bid. Now, however, by asking that bidder to extend its bid, the apparent low bidder will unfairly enjoy the option whether or not to be bound by its previously expired bid. *See Valley Crest Landscape, Inc. v. City Council*, 41 Cal. App. 4th 1432 (1996).

State of California

Re: Contract No.: 04-0120M4

Bid Opening: January 18, 2012

Objection/Protest to Requested Extension of Award Period

February 24, 2012

Page 2

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Moreover, even if Caltrans had timely requested an extension of the award period, Caltrans' purported authority to extend that period is invalid and inconsistent with competitive bidding law. Specifically, in Section 3-1.02 of the solicitation, Caltrans purports to have the option to extend the award period, but only if the lowest responsible "bidder agrees" to an extension. Therefore, this section affords the lowest responsible bidder an unfair advantage over other bidders because only that bidder has the *power* to agree to an extension in the award period. If the lowest responsible bidder does not agree, Section 3-1.02 expressly prohibits Caltrans from extending the award period, notwithstanding how other bidders may respond to Caltrans' request for an extension. Consequently, based on Section 3-1.02, the lowest responsible bidder has the unfair option to either choose to extend its bid, or force Caltrans to re-advertise the contract. For this reason, Section 3-1.02 is inherently unfair and unenforceable, and any purported extension of the award period is invalid.

In sum, Caltrans' attempt to extend the bid award period now in fact would be illegal, and would potentially result in an illegal and void contract. Should Caltrans attempt to award the contract to any bidder now, after the award period expired, the contract will be illegal and void and the purported contract awardee will not be entitled to receive any compensation for its performance of such illegal contract. *Miller v. McKinnon*, 20 Cal.2d 83 (1942).

MCM respectfully requests that Caltrans withdraw its February 23, 2012, request to bidders to extend their bids and, instead, re-advertise the contract for competitive bids as required by law.

Should you have any questions, please do not hesitate to contact us. We look forward to your response.

Respectfully,

MCM CONSTRUCTION, INC.



EDMUNDO A. PUCHI  
Treasurer and General Counsel

cc: R. Burch JAC HDM J. Coppini

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Brian Maroney, Deputy Toll Bridge Program Manager, Caltrans

**RE:** Agenda No. - 5b  
Item- Peer Review Panel Update

---

**Recommendation:**

For Information Only

**Cost:**

N/A

**Schedule Impacts:**

N/A

**Discussion:**

A verbal update on the recent meeting of the Peer Review Panel will be provided at the TBPOC March 1, 2012 meeting.

**Attachments:**

N/A



## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** February 22, 2012

**FR:** Mike Forner, Principal Transportation Engineer, Caltrans

**RE:** Agenda No. - 6a

Item- Antioch and Dumbarton Bridge Seismic Retrofit Updates

---

**Recommendation:**

For Information Only

**Cost:**

N/A

**Schedule Impacts:**

N/A

**Discussion:**

**Antioch Bridge:**

- Time Elapsed: 82% (TBPOC approval of CCO15-S1 added a 70 day contract extension, revising the Time Elapsed from 92% to 82% )
- Work Completed: 95%
- Remaining contingency and supplemental fund balance is \$2.6 million

Update of on-going field work is as follows:

- Suspended platforms installed at 32 of 32 total piers.  
Platforms removed at 29 of 32.
- Stair tower installation completed at 30 of 30 total piers.  
Stair towers removed at 29 of 30.
- Post-tensioning 100% complete at 38 of 38 total piers.
- Jacking stiffeners 100% complete at 41 of 41 total piers.
- Fabrication of seismic bearings completed for 82 of 82 total bearings.
- Installation of seismic bearings completed for 78 of 82 total bearings.
- Steel column casings fabrication and installation 100% complete at 116 of 116 total columns.

## *Memorandum*

- Cross bracing fabrication and installation, 100% complete, at 20 of 20 piers.
- The Contractor will begin temporary roadway removal in April, 2012.
- The two BASE System antennas were removed from Pier 19 during the week of Dec. 12. One antenna was relocated to Pier 18 per the original contract plan, and the other antenna will be relocated adjacent to Pier 4, on a tower constructed via CCO 38.
- Abutment 1 bearings were successfully replaced utilizing the Contractor's original falsework design. Brackets and stiffeners for the revised falsework submittal at Abutment 41 have been ordered.
- The BATA requested toll plaza paving is on hold, pending suitable weather and night time temperatures that meet paving requirements.

### **Dumbarton Bridge:**

- Time Elapsed: 60%
- Work Completed: 60%
- Remaining contingency \$1.3 million

Update of on-going field work is as follows:

- Pumping plant concrete is 95% complete, mechanical and electrical work is ongoing.
- Installation of the 36 inch drainage pipe at the NW frontage road is complete.
- 29 of the 32 deck access openings are complete. Access openings are recessed and smooth for the driving public.
- Installation of access platforms at Piers 16 thru 31 is complete
- Concrete coring operation is 100% complete. Pier 16 and 31 yet to be grouted.
- Pier cap widening has been completed at 14 of the 16 piers.
- Structural steel jacking frames: 7 of 14 are complete another 4 of 14 are work in progress and the last 3 of 14 are in fabrication.
- Sole plate installation is ongoing at 3 of 14 locations.
- Pier footing work is complete at piers 17 through 22, and at 25 through 30.
- Fender system retrofit at pier 23 and 24 is 25% complete.
- Pier 16 seismic joint channel assembly is in fabrication.
- EPS bearing fabrication is ongoing; 86 out of 96 bearings have been completed. The set of 9 bearings has been tested at UCSD, December 5-9, 2011.
- Ravenswood pier pile repair has started> No demolition plans have been submitted yet.
- Barrier rail demolition and re-construction started on the median barrier at pier 16. This work will continue for the next 8 week-ends.
- Installation of the bearings at the main span piers has been resolved. The Department has decided to go with a modified option 1. Option 1, modified requires the use of 100 ton

## *Memorandum*

jacks to add additional support during the lifting of the bridge. This option is estimated at \$500K and will not delay the construction schedule.

- The department will install additional strain gauges at pier 23 to verify stresses during the trial bridge jacking operation.

**Attachment(s):**

N/A

## **ITEM 7: OTHER BUSINESS**

**No Attachments**